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Attorneys for Defendants
FERROVIAL SERVICES INFRASTRUCTURE
INC. f/k/a BROADSPECTRUM INFRASTRUCTURE, INC. f/k/a
TRANSFIELD SERVICES INFRASTRUCTURE INC.; FERROVIAL SERVICES U.S.,
INC. f/k/a BROADSPECTRUM AMERICAS, INC. f/k/a TRANSFIELD SERVICES
AMERICAS, INC.; TIMEC SPECIALTY SERVICES, INC. f/k/a BROADSPECTRUM
SPECIALTY SERVICES COMPANY, INC.; AND TIMEC SERVICES COMPANY, INC.
f/k/a TIMEC COMPANY f/k/a BROADSPECTRUM DOWNSTREAM SERVICES, INC.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

SHU WU, JASON BRUNTON, and BRIAN	)	CASE NO. 3:20-cv-09447-WHO
COOLEY, individually, and on behalf of other	)	
members of the general public similarly	)	Hon. William H. Orrick
situated	)	
	)	
Plaintiffs,	)	CLASS ACTION SETTLEMENT
	)	AGREEMENT
vs.	)	
	)	
FERROVIAL SERVICES	)	
INFRASTRUCTURE INC. f/k/a	)	
BROADSPECTRUM INFRASTRUCTURE	)	
INC. f/k/a TRANSFIELD SERVICES	)	
INFRASTRUCTURE, INC., a Virginia	)	
corporation; FERROVIAL SERVICES U.S.,	)	
INC. f/k/a BROADSPECTRUM	)	
AMERICAS, INC. f/k/a TRANSFIELD	)	
SERVICES AMERICAS, INC., a Delaware	)	
corporation; TIMEC SPECIALTY	)	
SERVICES, INC. f/k/a BROADSPECTRUM	)	
SPECIALTY SERVICES, INC., a Delaware	)	
corporation; TIMEC SERVICES	)	
COMPANY, INC. f/k/a TIMEC COMPANY	)	
f/k/a BROADSPECTRUM DOWNSTREAM	)	
SERVICES, INC., a Delaware corporation,	)	
and DOES 1 through 10, inclusive	)	
	)	
Defendant.	)	

CLASS ACTION SETTLEMENT AGREEMENT

IT IS HEREBY STIPULATED, by and among Plaintiffs JASON BRUNTON and BRIAN COOLEY, on behalf of themselves and the Settlement Class Members on the one hand, and Defendants FERROVIAL SERVICES INFRASTRUCTURE INC., f/k/a BROADSPECTRUM INFRASTRUCTURE INC., f/k/a TRANSFIELD SERVICES INFRASTRUCTURE, INC., a Virginia corporation; FERROVIAL SERVICES U.S., INC., f/k/a BROADSPECTRUM AMERICAS, INC., f/k/a TRANSFIELD SERVICES AMERICAS, INC., a Delaware corporation; TIMEC SPECIALTY SERVICES, INC., f/k/a BROADSPECTRUM SPECIALTY SERVICES, INC., a Delaware corporation; TIMEC SERVICES COMPANY, INC., f/k/a TIMEC COMPANY, f/k/a BROADSPECTRUM DOWNSTREAM SERVICES, INC., a Delaware corporation, on the other hand, subject to the approval of the Court, that the Action is hereby being compromised and settled pursuant to the terms and conditions set forth in this Class Action Settlement Agreement (“Agreement”), and subject to the definitions, recitals and terms set forth herein, which by this reference become an integral part of this Agreement.

DEFINITIONS

1. “Action” means the matter of *Shu Wu v. Ferrovia Services Infrastructure, Inc., et al.*, filed on June 29, 2018, in San Francisco County Superior Court, Case No. CGC-18-567744, and removed to the United States District Court, Northern District of California, Case No. 3:20-cv-09447-WHO.
2. “Class Counsel” means Capstone Law APC.
3. “Class Counsel Award” means attorneys’ fees for Class Counsel’s litigation and resolution of this Action, and actual expenses and costs incurred in connection with the Action paid from the Gross Settlement Amount.
4. “Class Information” means information regarding Settlement Class Members that Defendants will in good faith compile from its records and provide to the Settlement Administrator. It shall include: each Settlement Class Member’s full name; last known address; last known home telephone number; Social Security number; start date of employment; end date of employment; and the estimated number pay periods worked by the Settlement Class Member

as a non-exempt employee for Defendants during the Class Period (“Total Pay Periods Worked”).

5. “Class Period” means the period from June 29, 2014 through December 15, 2020.

6. “Class Representative Enhancement Awards” means the amount that the Court authorizes to be paid to Plaintiffs, in addition to their Individual Settlement Payments, in recognition of their effort and risk in assisting with the prosecution of the Action.

7. “Court” means the United States District Court, Northern District of California.

8. “Defendants” mean FERROVIAL SERVICES INFRASTRUCTURE INC., f/k/a BROADSPECTRUM INFRASTRUCTURE INC., f/k/a TRANSFIELD SERVICES INFRASTRUCTURE, INC., a Virginia corporation; FERROVIAL SERVICES U.S., INC., , f/k/a BROADSPECTRUM AMERICAS, INC., f/k/a TRANSFIELD SERVICES AMERICAS, INC., a Delaware corporation; TIMEC SPECIALTY SERVICES, INC., f/k/a BROADSPECTRUM SPECIALTY SERVICES, INC., a Delaware corporation; TIMEC SERVICES COMPANY, INC., f/k/a TIMEC COMPANY, f/k/a BROADSPECTRUM DOWNSTREAM SERVICES, INC., a Delaware corporation.

9. “Defense Counsel” means Gordon Rees Scully Mansukhani, LLP.

10. “Effective Date” means either (a) the date thirty (30) days after the entry of the Final Judgment and order finally approving the Settlement, if no motions for reconsideration and no appeals or other efforts to obtain review have been filed, or (b) in the event that a motion for reconsideration, an appeal or other effort to obtain review of the Final Judgment and order finally approving the Settlement, the day after such reconsideration, appeal or review has been finally concluded and is no longer subject to review, whether by appeal, petition for rehearing, petition for review or otherwise and the Settlement has not been materially modified. A “material modification” shall not include any change to the Class Counsel Award, Class Representative Enhancement Awards, or amount awarded for Settlement Administration Costs.

11. “Gross Settlement Amount” means One Hundred Fifty Thousand Dollars (\$150,000).

12. “Individual Settlement Payment” means the amount payable from the Net

Settlement Amount to each Settlement Class Member.

13. “Net Settlement Amount” means the Gross Settlement Amount, less Class Counsel Award, Class Representative Enhancement Awards, and the California Labor and Workforce Development Agency’s (“LWDA”) portion of the PAGA Payment, and Settlement Administrator Costs.

14. “Notice” means the Notice of Pendency of Class Action Settlement (substantially in the form attached as **Exhibit 1**).

15. “PAGA Payment” means a payment made to the LWDA and Settlement Class Members in exchange for the release of claims under the Private Attorneys General Act of 2004, California Labor Code section 2698, et seq.

16. “Parties” means Plaintiffs and Defendants, collectively, and “Party” shall mean either Plaintiffs or Defendant.

17. “Payment Ratio” means the respective Total Pay Periods Worked for each Settlement Class Member divided by the sum of Total Pay Periods Worked for all Settlement Class Members.

18. “Plaintiffs” means JASON BRUNTON and BRIAN COOLEY.

19. “Released Claims” means any and all known and unknown claims, losses, damages, liquidated damages, statutory penalties, interest, liabilities, causes of action, civil complaints, arbitration demands or suits which arise or could have arisen from the facts asserted in the Action and arising out of work at the Presidio Project California during the Class Period, including the First Amended Complaint, including violations for meal periods, rest breaks, failure to pay premium penalties for violations of meal or rest breaks, failure to pay minimum wages, failure to pay regular wages, failure to failure to pay overtime wages, failure to pay workplace reimbursements, failure to timely pay wages, failure to provide accurate wage statements, waiting time penalties, penalties under the Private Attorneys General Act sections 2698, *et seq.*, arising under the California Labor Code and related orders of the California Industrial Welfare Commission, and made pursuant to the California Labor Code, and specifically including but not limited to California Labor Code sections: 201, 202, 203, 204, 210,

222.5, 226, 226.3, 226.7, 510, 516, 512, 558, 1174(d), 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698 et seq., 2802, 2810.5; Business and Professions Code section 17200, et seq.; or other remuneration whether sought under statute, tort, contract or as an unfair business practice for the Class Period. All Class Members who cash their settlement checks will also release all claims under the Fair Labor Standards Act based on the foregoing Released Claims.

20. “Released Parties” means Defendants and any parent, subsidiary, affiliate, predecessor or successor, past entities known by a different name, and all agents, employees (current and former), officers, directors, insurers and attorneys.

21. “Response Deadline” means the date sixty (60) calendar days after the Settlement Administrator mails the Notice to Settlement Class Members and the last date on which Settlement Class Members may postmark written requests for exclusion or a Notice of Objection to the Settlement. For Settlement Class Members who receive re-mailed Class Notices, the Response Deadline shall mean seventy-five (75) calendar days after the Settlement Administrator’s initial mailing of the Notice of Settlement to Class Members.

22. “Settlement” means the disposition of the Action pursuant to this Agreement.

23. “Settlement Administration Costs” means the amount to be paid to the Settlement Administrator from the Gross Settlement Amount for administration of this Settlement.

24. “Settlement Administrator” means Simpluris, Inc.

25. “Settlement Class Members” means all current and former hourly, non-exempt employees who are alleged to have worked for Defendants in California at the Presidio Project during the Class Period.

RECITALS

26. Class Certification. The Parties stipulate and agree to the certification of this Action for purposes of this Settlement only. Should the Settlement not become final and effective as herein provided, class certification shall immediately be set aside and the Settlement Class immediately decertified. The Parties’ willingness to stipulate to class certification as part of the Settlement shall have no bearing on, and shall not be admissible in or considered in connection with, the issue of whether a class should be certified in a non-settlement context in

this Action and shall have no bearing on, and shall not be admissible or considered in connection with, the issue of whether a class should be certified in any other lawsuit.

TERMS OF AGREEMENT

29. Settlement Consideration. Defendants shall pay a Gross Settlement Amount of One Hundred and Fifty Thousand Dollars and Zero Cents (\$150,000.00). The following will be paid out of the Gross Settlement Amount: the sum of the Individual Settlement Payments, the Class Representative Enhancement Awards, the Class Counsel Award, the PAGA Payment, and the Settlement Administration Costs. There will be no reversion of the Gross Settlement Amount to Defendants. Defendants will be separately responsible for any employer payroll taxes required by law, including the employer FICA, FUTA, and SDI contributions, which shall not be paid from the Gross Settlement Amount.

30. Release As To All Class Members. As of the Effective Date, Plaintiffs and the Settlement Class Members who do not timely request exclusion from this Settlement, on behalf of themselves and each of their heirs, representatives, successors, assigns and attorneys, hereby release Defendants and Released Parties from the Released Claims as consideration for Defendants' payment of the Gross Settlement Amount. Plaintiffs and Settlement Class Members' deposit of their Individual Settlement Payments shall also constitute their agreement to opt-in to the Action to release their claims for alleged violations of the Fair Labor Standards Act.

31. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for hereunder, and Settlement Class Members are not relying on any statement or representation by the Parties in this regard.

32. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section, the "Acknowledging Party" and each Party to this Agreement other than the Acknowledging Party, an "Other Party") acknowledges and agrees that (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the

Acknowledging Party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other party or any attorney or advisor to any Other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any Other Party to avoid any tax penalty that may be imposed on the Acknowledging Party; and (3) no attorney or advisor to any Other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Acknowledging Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

33. Notice and Preliminary Approval of Settlement. As part of this Settlement, Plaintiffs will request that the Court: (a) grant preliminary approval of the Settlement, (b) certify a Settlement Class, (c) approve distribution of Notice to Settlement Class Members, and (d) grant final approval of the Settlement. Plaintiffs shall request a hearing before the Court to obtain preliminary approval of the Settlement. In conjunction with the hearing, Plaintiffs will submit this Agreement, which sets forth the terms of this Settlement, and will include a proposed Notice, as necessary to implement the Settlement.

34. Settlement Administration. Within thirty (30) calendar days after the Court grants preliminary approval of this Agreement, Defendants shall provide the Settlement Administrator with the Class Information for purposes of mailing the Notice to Settlement Class Members.

35. Notice By First Class U.S. Mail with Business Reply Mail Postage. Upon receipt of the Class Information, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. Within ten (10) business days after receiving the Class Information from Defendants as provided herein, the Settlement Administrator shall mail copies of the Notice to all Settlement Class Members via regular First Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Settlement Class Member. The address identified by the Settlement Administrator as the current mailing address shall be

presumed to be the best mailing address for each Settlement Class Member.

36. Undeliverable Notices. Any Notice returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address by use of skip-tracing, or other search using the name, address and/or Social Security number of the respective Settlement Class Member, and shall then perform a re-mailing, if another mailing address is identified by the Settlement Administrator. If a Settlement Class Member's Notice is returned to the Settlement Administrator more than once as non-deliverable on or before the Response Deadline, then an additional Notice need not be re-mailed and the Settlement Class Member is deemed to have received Notice.

37. No Claim Form Necessary. All Settlement Class Members who do not request to be excluded from the Settlement will receive Individual Settlement Payments from the Net Settlement Amount; submission of a claim form is not necessary to receive an Individual Settlement Payment. The estimated Individual Settlement Payments will be stated in the Notice.

38. Disputes Regarding Individual Settlement Payments. Settlement Class Members will have the opportunity, should they disagree with Defendants' records regarding their employment dates or Total Pay Periods, to provide documentation and/or an explanation to correct the information and seek modification of their estimated Individual Settlement Payments. The employment dates and Total Pay Periods provided by Defendants are presumed to be correct unless documentation is timely provided to show otherwise. If there is a dispute, the Settlement Administrator will consult with Defense Counsel to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Payment shall be final and binding upon the Settlement Class Members and the Parties.

39. Disputes Regarding Administration of Settlement. Any disputes not resolved concerning the administration of the Settlement will be resolved by the Court. Prior to any such

involvement of the Court, counsel for the Parties will confer in good faith to resolve the disputes without the necessity of involving the Court.

40. Exclusions. The Notice shall state that Settlement Class Members who wish to exclude themselves from the Settlement must submit a written request for exclusion by the Response Deadline. The written request for exclusion: (1) must contain the name, address, telephone number and the last four digits of the Social Security number and/or the Employee ID number of the person requesting exclusion, (2) must be signed by the Settlement Class Member; (3) must be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address; and (4) must describe the Settlement Class Member's intent to request exclusion, opt out, or words to that effect. If a signed request for exclusion is not timely submitted stating the name and address of the Settlement Class Member, it will not be deemed valid for exclusion from this Settlement. The date of the postmark on the return mailing envelope of the request for exclusion shall be the exclusive means used to determine whether the request for exclusion was timely submitted. Any Settlement Class Member who requests to be excluded from the Settlement Class will not be entitled to any recovery under the Settlement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon. Settlement Class Members who fail to submit a valid and timely written request for exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any Judgment entered in this Action, if the Settlement is finally approved by the Court.

No later than fourteen (14) calendar days after the Response Deadline, the Settlement Administrator shall provide Defense Counsel with a complete list of all Settlement Class Members who have timely submitted written requests for exclusion. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage members of the Settlement Class to submit requests for exclusion from the Settlement.

41. Objections. The Notice shall state that Settlement Class Members who wish to submit a written objection to the Settlement must mail to the Settlement Administrator a written statement of objection ("Notice of Objection") by the Response Deadline. The date of the postmark on the return envelope shall be the exclusive means for determining that a Notice of

Objection was timely submitted. The Notice of Objection must be signed by the Settlement Class Member and state: (1) the full name of the Settlement Class Member; (2) the last four digits of the Settlement Class Member's Social Security number and/or the Employee ID number; and (3) the basis for the objection. Class Counsel shall include all objections received and Plaintiffs' response(s) with Plaintiffs' motion for final approval of the Settlement. Class Counsel shall not represent any Settlement Class Members with respect to any such objections. The Notice shall also state that Settlement Class Members may also appear at and raise an objection at the hearing on Final Approval regardless of whether they have submitted a written objection to the settlement.

42. No Solicitation of Settlement Objections or Exclusions. The Parties agree to use their best efforts to carry out the terms of this Settlement. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to submit either Notices of Objection to the Settlement or requests for exclusion from the Settlement, or to appeal from the Court's Final Judgment.

43. Funding and Allocation of Gross Settlement Amount. Within thirty (30) calendar days after the Effective Date, Defendants shall provide the Gross Settlement Amount to the Settlement Administrator. Payments from the Gross Settlement Amount shall be made, as specified in this Agreement and approved by the Court, for: (1) Individual Settlement Payments to Settlement Class Members who do not request to be excluded, (2) Class Representative Enhancement Awards, (3) Class Counsel Award, (4) the PAGA Payment, and (5) the Settlement Administration Costs.

44. Individual Settlement Payments. Individual Settlement Payments will be paid from the Net Settlement Amount to those Settlement Class Members who do not timely request exclusion from the Settlement. Individual Settlement Payments shall be mailed by regular First Class U.S. Mail to the respective Settlement Class Member's last known mailing address within fourteen (14) calendar days after Defendants provide funds to the Settlement Administrator for disbursement under this Agreement. Individual Settlement Payments will be allocated as follows: 30% as penalties, 30% as wages and 40% as interest. Any checks issued to Settlement

Class Members shall remain valid and negotiable for one hundred and eighty (180) days from the date of their issuance.

45. Calculation of Individual Settlement Payments. Defendants will calculate the Total Pay Periods Worked by each Settlement Class Member who does not timely request exclusion from the Settlement. The respective Total Pay Periods Worked by each Settlement Class Member who does not timely request exclusion from the Settlement will be divided by the Total Pay Periods Worked by all Settlement Class Members who do not timely request exclusion, resulting in the Payment Ratio for the respective Settlement Class Member. The Payment Ratio for each Settlement Class Member who does not timely request exclusion will then be multiplied by the Net Settlement Amount to determine his or her Individual Settlement Payment amount. Each Individual Settlement Payment will also be reduced by any legally mandated deductions. Settlement Class Members (other than Plaintiffs) are not eligible to receive any compensation under the Settlement other than Individual Settlement Payments.

46. Unpaid Cash Residue or Unclaimed/Abandoned Class Member Funds. Any residue after the expiration date for uncashed Individual Settlement Payments as set forth in Paragraph 44 will be transferred to the California State Controller's Office pursuant to California's Unpaid Property Law to be held in trust for those Settlement Class Members who failed to timely cash their checks before their expiration.

47. Class Representative Enhancement Awards. Subject to Court approval, in exchange for the release of all Released Claims, general releases under Section 1542 of the California Civil Code, and for their time and effort in prosecuting this matter, Plaintiffs shall be paid up to Two Thousand Five Hundred Dollars (\$2,500.00), each, subject to Court approval. The Class Representative Enhancement Awards shall be paid to Plaintiffs from the Gross Settlement Amount no later than fourteen (14) calendar days after Defendants provide funds to the Settlement Administrator for disbursement under this Agreement. Any portion of the requested Class Representative Enhancement Awards that is not awarded to the Class Representatives shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall issue an IRS

Form 1099 – MISC to Plaintiffs for their Class Representative Enhancement Awards. Plaintiffs shall be solely and legally responsible to pay any and all applicable taxes on their Class Representative Enhancement Awards and shall hold harmless Defendants and Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of the Class Representative Enhancement Awards. The Class Representative Enhancement Awards shall be in addition to Plaintiffs' Individual Settlement Payments as Settlement Class Members.

48. Section 1542 Waiver. Plaintiffs agree that all of their rights under Section 1542 of the California Civil Code that are related or in any manner incidental to the matters encompassed by this Agreement are hereby waived. Section 1542 provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

49. Class Counsel Award. Defendants agree not to oppose or object to any application or motion by Class Counsel for attorneys' fees not to exceed Fifty Thousand Dollars (\$50,000) of the Gross Settlement Amount. Defendants also agree not to oppose any application or motion by Class Counsel for the reimbursement of actual, summarized costs of up to Fifteen Thousand Dollars (\$15,000). Any portion of the requested Class Counsel Award that is not awarded to Class Counsel shall be part of the Net Settlement Amount and distributed to Settlement Class Members as provided in this Agreement. So long as there are no objections, Class Counsel shall be paid any Court-approved fees and costs no later than fourteen (14) calendar days after Defendants provide funds to the Settlement Administrator for disbursement under this Agreement. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099 – MISC to Class Counsel for the payments made pursuant to this paragraph. This Settlement is not contingent upon the Court awarding Class Counsel any particular amount in attorneys' fees and costs. Notwithstanding, Class Counsel may appeal any reduction to the Class Counsel Award below the amount they request from the Court.

50. PAGA Payment. Fifteen Thousand Dollars (\$15,000) shall be allocated to the release of Settlement Class Members' PAGA claim. From that allocation, the Settlement Administrator shall pay the LWDA the amount of Eleven Thousand Two Hundred Fifty Dollars (\$11,250). The PAGA Payment will be paid from the Gross Settlement Amount within fourteen (14) calendar days after Defendants provide funds to the Settlement Administrator for disbursement under this Agreement. The remaining Three Thousand Seven Hundred Fifty Dollars (\$3,750) of the PAGA Payment shall be included as part of the Net Settlement Amount for payment to Settlement Class Members who do not timely request exclusion from the Settlement.

51. Settlement Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Gross Settlement Amount. The capped cost of administration for this Settlement is Five Thousand Dollars (\$5,000). The Settlement Administrator shall provide the Parties with a declaration to support the cost of administration. The Settlement Administrator shall be paid the Settlement Administration Costs no later than fourteen (14) calendar days after Defendants provide funds to the Settlement Administrator for disbursement under this Agreement. The Settlement Administrator, on Defendants' behalf, shall have the authority and obligation to make payments, credits and disbursements, including in the manner set forth herein, to Settlement Class Member who do not timely request exclusion from the Settlement, and the Internal Revenue Service, calculated in accordance with the methodology set out in this Agreement and orders of the Court.

The Parties agree to cooperate in the Settlement Administration process and to make all reasonable efforts to control and minimize the cost and expenses incurred in administration of the Settlement. The Parties each represent they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

52. No Rights Against the Parties. No person shall have any claim against Defendants, Defense Counsel, Plaintiffs, Settlement Class Members, Class Counsel or the Settlement Administrator based on distributions and payments made in accordance with this

Agreement.

53. Duties of the Settlement Administrator. The Settlement Administrator shall be responsible for: processing and mailing payments to the Plaintiffs, Class Counsel, Settlement Class Members who do not timely request exclusion from Settlement, the Internal Revenue Service, the LWDA, California State Treasury; printing and mailing the Notice to the Settlement Class Members, as directed by the Court; receiving and reporting the requests for exclusion and Notices of Objection submitted by Settlement Class Members; completing all tax reporting, withholdings, and payments to the Internal Revenue Service; distributing all tax forms for payments under this Agreement; providing declaration(s) and reports as necessary in support of preliminary and final approval of this Settlement; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform both before and after distribution of the Gross Settlement Amount. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities.

54. Final Settlement Approval Hearing and Entry of Final Judgment. Upon expiration of the Response Deadline, with the Court's permission, a Final Approval/Settlement Fairness Hearing shall be conducted to determine final approval of the Settlement along with the amount properly payable for (i) the Class Counsel Award, (ii) the Class Representative Enhancement Awards, (iii) Individual Settlement Payments, (iv) the Settlement Administration Cost, and (v) the PAGA Payment. After granting final approval, the Court shall retain jurisdiction over the Parties to enforce the terms of the judgment.

55. Defendants' Option to Terminate Settlement. If more than ten percent (10%) of all Settlement Class Members submit written requests for exclusion from the Settlement, Defendant shall have, in their sole discretion, the option to terminate this Settlement. In such case, Defense Counsel will notify Class Counsel of its decision to terminate the Settlement within twenty-one (21) calendar days following a final report by the Settlement Administrator of the number of requests for exclusion. Further, to the extent Defendants have made any payments under this Agreement, all payments shall be fully refunded to Defendants, except that any fees already incurred by the Settlement Administrator shall be paid by Defendants, and the Parties

shall proceed in all respects as though this Agreement had not been executed.

56. Nullification of Settlement Agreement. In the event: (i) the Court does not enter an order for preliminary approval; (ii) the Court does not enter an order for final approval; (iii) the Court does not enter a Final Judgment, (iv) the Effective Date is not triggered, or (v) the Settlement does not become final for any other reason, this Settlement Agreement shall be null and void and any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void from the beginning. In such case, Defendants shall not make any payment under this Agreement, and the Parties shall proceed in all respects as if this Agreement had not been executed, except that any fees already incurred by the Settlement Administrator shall be paid by the Parties in equal shares.

57. No Effect on Employee Benefits. Amounts paid to Plaintiffs or Settlement Class Members who do not timely request exclusion pursuant to this Agreement shall be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of employee benefits (e.g., vacations, holiday pay, retirement plans, etc.).

58. Publicity. Plaintiffs and Class Counsel agree not to file a press release regarding the settlement, respond to press/media inquiries regarding the settlement prior to the Court granting Final Approval of the settlement, or otherwise publicize the terms of this Settlement, except in Court filings. Plaintiffs will not disparage Defendants or their counsel.

59. No Admission By Defendants. Defendants deny any and all claims alleged in this Action and denies all wrongdoing whatsoever. This Agreement is not a concession or admission of any liability or wrongdoing by Defendants, and it shall not be used against Defendants as an admission with respect to any claim of fault, concession or omission by Defendants.

60. Exhibits and Headings. The terms of this Agreement include the terms set forth in the attached exhibit, which is incorporated by this reference as though fully set forth herein. The exhibit to this Agreement is an integral part of the Settlement; however, the terms of this Agreement control in case of conflict. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only.

61. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the

Action, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval/Settlement Fairness Hearing to be conducted by the Court.

62. Amendment or Modification. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

63. Entire Agreement. This Agreement and the attached exhibit constitute the entire Agreement among these Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning this Agreement or its exhibit other than the representations, warranties and covenants contained and memorialized in the Agreement and its exhibit.

64. Authorization to Enter Into Settlement Agreement. Counsel for the Parties warrant and represent they are expressly authorized by the Party whom they each represent to negotiate this Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach an agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement. The person signing this Agreement on behalf of Defendants represent and warrant that s/he is authorized to sign this Agreement on behalf of Defendants. Plaintiffs represent and warrant that they have not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

65. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

66. California Law Governs. All terms of this Agreement and the exhibit hereto shall be governed by and interpreted according to the laws of the State of California.

67. Counterparts. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including electronic (e.g., DocuSign), facsimile, and

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Los Angeles, CA 90071

scanned copies of the signature page, will be deemed to be one and the same instrument.

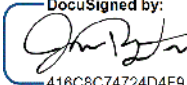
68. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement is a fair, adequate and reasonable settlement of this Action and have arrived at this Settlement after extensive arms-length negotiations, taking into account all relevant factors, present and potential.

69. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with respect to the interpretation, implementation and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the Settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

70. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

Dated: 12/22/2021

PLAINTIFF

By:  _____

Dated:

PLAINTIFF

By: _____
Brian Cooley

Dated

**TIMEC SPECIALTY SERVICES INC. AND
TIMEC SERVICES COMPANY INC.**

By: _____
Ray Cho

Gordon Rees Scully Mansukhani, LLP
633 West Fifth Street, 52nd floor
Los Angeles, CA 90071

scanned copies of the signature page, will be deemed to be one and the same instrument.

68. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement is a fair, adequate and reasonable settlement of this Action and have arrived at this Settlement after extensive arms-length negotiations, taking into account all relevant factors, present and potential.

69. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with respect to the interpretation, implementation and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the Settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

70. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

Dated:

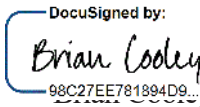
PLAINTIFF

By:

Jason Brunton

Dated: 12/22/2021

PLAINTIFF

By:  _____
98C27EE781894D9...

Dated

**TIMEC SPECIALTY SERVICES INC. AND
TIMEC SERVICES COMPANY INC.**

By:

Ray Cho

scanned copies of the signature page, will be deemed to be one and the same instrument.

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Dated:

PLAINTIFF

By:

Jason Brunton

Dated:

PLAINTIFF

By:

Brian Cooley

Dated

**TIMEC SPECIALTY SERVICES INC. AND
TIMEC SERVICES COMPANY INC.**

By:



Ray Cho

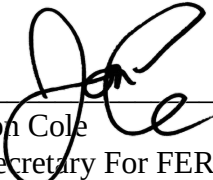
Gordon Rees Scully Mansukhani, LLP
633 West Fifth Street, 52nd floor
Los Angeles, CA 90071

Secretary For TIMEC SPECIALTY SERVICES
INC. AND TIMEC SERVICES COMPANY, INC.

Dated

**FERROVIAL SERVICES
INFRASTRUCTURE INC. AND
FERROVIAL SERVICES U.S. INC.**

By:


Jon Cole
Secretary For FERROVIAL SERVICES
INFRASTRUCTURE INC. AND
FERROVIAL SERVICES U.S. INC.

APPROVED AS TO FORM

Dated:

CLASS COUNSEL
Capstone Law APC

By:

Bevin Pike
Attorneys for Plaintiffs

Dated: January 5, 2022

**GORDON RESSE SCULLY MANSUKHANI,
LLP**

By:


Debra Ellwood Meppen
Dina S. Glucksman
Peter Choi
Attorneys for Defendants
FERROVIAL SERVICES INFRASTRUCTURE
INC. f/k/a BROADSPECTRUM
INFRASTRUCTURE, INC. f/k/a TRANSFIELD
SERVICES INFRASTRUCTURE INC.;
FERROVIAL SERVICES U.S. INC., f/k/a
BROADSPECTRUM AMERICAS,
INC. f/k/a TRANSFIELD SERVICES
AMERICAS INC.; TIMEC SPECIALTY

Secretary For TIMEC SPECIALTY SERVICES
INC. AND TIMEC SERVICES COMPANY, INC.

Dated

**FERROVIAL SERVICES
INFRASTRUCTURE INC. AND
FERROVIAL SERVICES U.S. INC.**

By:

Jon Cole
Secretary For FERROVIAL SERVICES
INFRASTRUCTURE INC. AND
FERROVIAL SERVICES U.S. INC.

APPROVED AS TO FORM

Dated: December 22, 2021

CLASS COUNSEL
Capstone Law APC

By:



Bevin Pike
Attorneys for Plaintiffs

Dated:

**GORDON RESSE SCULLY MANSUKHANI,
LLP**

By:

Debra Ellwood Meppen
Dina S. Glucksman
Peter Choi
Attorneys for Defendants
FERROVIAL SERVICES INFRASTRUCTURE
INC. f/k/a BROADSPECTRUM
INFRASTRUCTURE, INC. f/k/a TRANSFIELD
SERVICES INFRASTRUCTURE INC.;
FERROVIAL SERVICES U.S. INC., f/k/a
BROADSPECTRUM AMERICAS,
INC. f/k/a TRANSFIELD SERVICES
AMERICAS INC.; TIMEC SPECIALTY

Gordon Rees Scully Mansukhani, LLP
633 West Fifth Street, 52nd floor
Los Angeles, CA 90071

SERVICES INC. f/k/a BROADSPECTRUM
SPECIALTY SERVICES INC.; AND
TIMEC SERVICES COMPANY INC. f/k/a
TIMEC COMPANY f/k/a BROADSPECTRUM
DOWNSTREAM SERVICES, INC.

Exhibit 1

Wu v. Ferrovial Services Infrastructure Inc., No. 3:20-cv-09447-WHO
UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF CALIFORNIA
NOTICE OF CLASS ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully

To: All current and former hourly, non-exempt employees who are alleged to have worked for Defendants Ferrovial Services Infrastructure Inc., f/k/a Broadspectrum Infrastructure Inc., f/k/a Transfield Services Infrastructure, Inc.; Broadspectrum Americas, Inc., f/k/a Transfield Services Americas, Inc.; Timec Specialty Services, Inc., f/k/a Broadspectrum Specialty Services, Inc.; and Timec Services, Inc., f/k/a Timec Company, f/k/a Broadspectrum Downstream Services, Inc. (“Defendants”) in California at the Presidio Project during the period from June 29, 2014 through December 15, 2020 (“Class Members”).

On _____, the Honorable William H. Orrick of the United States District Court, Northern District of California granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendants’ records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Fairness Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at 2:00 p.m. on _____, 2021 in the United States District Court, Northern District of California located at 450 Golden Gate Avenue, San Francisco, California 94102. You are not required to attend the hearing, but you are welcome to do so. **Note:** The Final Approval Hearing may be continued to another date without further notice to Class Members; Class Members should check the settlement website, [www.settlement website.com](http://www.settlementwebsite.com), or the Court’s PACER site, to confirm that the date has not changed.

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the settlement agreement available at [www.settlement website.com](http://www.settlementwebsite.com), by contacting class counsel at 1 (888) 427-6145, by accessing the Court docket in this case through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 280 South 1st Street, San Jose, CA 95113, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT.

Summary of the Litigation

Plaintiffs Jason Brunton and Brian Cooley, on their behalf and on behalf of other current and former non-exempt employees, alleges that Defendants violated federal and California state labor laws as a result of their alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks; (3) timely pay all wages owed to employees during each pay period and upon termination of their employment; (5) reimburse employees for necessary business expenses; and (5) provide employees with accurate, itemized wage statements.

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. The parties were able to negotiate a complete settlement of Plaintiff’s claims.

Counsel for Plaintiffs, and the attorneys appointed by the Court to represent the class, Capstone Law APC (“Class Counsel”), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendants have denied, and continue to deny the factual and legal allegations in the case and believe that they have valid defenses to Plaintiffs’ claims. By agreeing to settle, Defendants are not admitting liability on any of the factual allegations or

claims in the case or that the case can or should proceed as a class action. Defendants have agreed to settle the case as part of a compromise with Plaintiffs.

Summary of The Proposed Settlement Terms

Plaintiffs and Defendants have agreed to settle the underlying class claims in exchange for a Class Settlement Amount of \$150,000. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) a Class Representative Enhancement Payments of \$2,500, each, to Plaintiffs for their services on behalf of the class, and for releases of all claims arising out of their employment with Defendants; (3) \$50,000 in attorneys' fees and up to \$15,000 in litigation costs and expenses; (4) a \$11,250 payment to the California Labor and Workforce Development Agency ("LWDA") in connection and accordance with the Labor Code Private Attorneys General Act of 2004 ("PAGA"), and (5) reasonable Settlement Administrator's fees and expenses currently estimated at \$4,500. After deducting the Class Representative Enhancement Payments, attorneys' fees and costs, the payment to the LWDA, and the Settlement Administrator's fees and expenses, a total of approximately \$69,250 will be allocated to Class Members who do not opt out of the settlement ("Net Settlement Amount").

Each Class Member's settlement payment will be based on the number of pay periods each Class Member worked in a non-exempt position during the period from June 29, 2014 through December 15, 2020 ("Class Period"). The formula for calculating settlement payments is as follows:

- (a) Defendants will calculate the total aggregate number of pay periods that all Class Members worked during the applicable Class Period ("Total Pay Periods").
- (b) The value of each individual pay period shall then be determined by dividing the proceeds of the Net Settlement Amount by the Total Pay Periods, resulting in the "Pay Period Value."
- (c) An "Individual Settlement Payment" amount for each Class Member will then be determined by multiplying the individual Class Member's number of pay periods by the Pay Period Value.
- (d) The entire Net Settlement Amount will be disbursed to all Class Members who do not submit timely and valid Requests for Exclusion.

According to Defendants' records, you worked during the Class Period in a non-exempt position for a total of ____ Pay Periods. Accordingly, your estimated payment is approximately \$ _____. If you believe the information provided above is incorrect, please contact the Settlement Administrator at _____. If you dispute the information stated above, Defendants' records will control unless you are able to provide documentation that establishes otherwise. You will still be eligible for a payment if you dispute the above information.

IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 30% of each Individual Settlement Payment will be allocated as wages for which IRS Forms W-2 will be issued, and 70% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued.

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If want to receive your payment from the settlement, then no further action is required on your part and there are no claims to fill out. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released or waived the following claims ("Released Claims") against Defendants and any parent, subsidiary, affiliate, predecessor or successor, past entities known by a different name, and all agents, employees (current and former), officers, directors, insurers and attorneys of Defendants ("Released Parties"). The

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Released Claims are: any and all known and unknown claims, losses, damages, liquidated damages, statutory penalties, interest, liabilities, causes of action, civil complaints, arbitration demands or suits which arise or could have arisen from the facts asserted in the Action and arising out of work at the Presidio Project California during the Class Period, including the First Amended Complaint, including violations for meal periods, rest breaks, failure to pay premium penalties for violations of meal or rest breaks, failure to pay minimum wages, failure to pay regular wages, failure to failure to pay overtime wages, failure to pay workplace reimbursements, failure to timely pay wages, failure to provide accurate wage statements, waiting time penalties, violation of the Fair Labor Standards Act based on the foregoing claims, penalties under the Private Attorneys General Act sections 2698, *et seq.*, arising under the California Labor Code and related orders of the California Industrial Welfare Commission, and made pursuant to the California Labor Code, and specifically including but not limited to California Labor Code sections: 201, 201, 202, 203, 204, 210, 222.5, 226, 226.3, 226.7, 510, 512, 516, 558, 1174(d), 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, 2802, 2810.5; Business and Professions Code section 17200, *et seq.*; or other remuneration whether sought under statute, tort, contract or as an unfair business practice for the Class Period. You will also be deemed as have released your claims for alleged violations of the Fair Labor Standards Act by depositing your check.

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

Settlement Administrator

c/o _____

The written request to be excluded must be postmarked or faxed not later than _____, 2021. If you submit a request for exclusion which is not postmarked or faxed by _____, 2021, your request for exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will (1) be barred from participating in the settlement, but you will not be deemed to have released the Released Claims and will be able to pursue your own individual action for the claims at issue in the case, (2) be barred from filing an objection to the settlement, and (3) not receive a payment from the settlement.

Option 3 – Object to the Settlement

You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

You may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number (*Wu v. Ferrovial Services Infrastructure Inc.*, No. 3:20-cv-09447-WHO), (b) be filed with the Court and served on the Parties on or before _____.

By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Approval Hearing set for _____ at 2:00 p.m. in the United States District Court, Northern District of California and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Claims.

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

Raul Perez
Capstone Law APC
Attorneys for Plaintiff and the Class
1875 Century Park E., Suite 1000
Los Angeles, CA 90067
Phone: 1 (888) 427-6145

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANTS' ATTORNEYS WITH INQUIRIES.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******