

SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS

Plaintiff Erik Rojas (“Plaintiff”), individually and in his capacity as representatives of the State of California on behalf of other allegedly aggrieved employees, and Defendant Semper Solaris Construction, Inc. (“Defendant”), hereby enter into this Settlement Agreement and Release of Private Attorneys General Act of 2004 claims (“Settlement” or “Agreement”) as follows:

I. DEFINITIONS

As used in this Settlement, the following terms shall have the following meanings:

1. “Action” shall mean the civil action entitled *Erik Rojas, on behalf of himself, the State of California, as a private attorney general, and all others similarly situated and aggrieved employees v. Semper Solaris Construction, Inc.*, Case No. 37-2020-35083-CU-OE-CTL, which was filed in the San Diego County Superior Court on or about October 2, 2020. On or about June 1, 2021, Plaintiff filed a First Amended Representative PAGA Complaint.

2. “Defendant” shall mean Semper Solaris Construction, Inc.

3. “Defense Counsel” shall mean Donald R. McKillop of Law Offices of Donald R. McKillop.

4. “Effective Date” means the later of: (a) the date that approval of the Settlement is granted by the Superior Court of California for the County of San Diego, or other court assuming jurisdiction of this matter; (b) if any timely objections or intervenor requests are filed and not subsequently withdrawn, the 60th day after the Court enters an Order or Judgment approving of this PAGA Settlement; or (c) if any timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in a way that does not alter the material terms of the Settlement.

5. “LWDA” refers to the California Labor & Workforce Development Agency.

6. “PAGA” refers to the Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, *et seq.*

7. “PAGA Period” shall mean the period from September 28, 2019, through July 16, 2021.

8. “PAGA Settlement Members” shall mean all current and former hourly non-exempt employees of Defendant in California at any time during the PAGA Period.

9. “PAGA Fund” shall mean the Total Settlement Payment, less Plaintiff’s Counsel Payment, Plaintiff’s Enhancement Awards, the Settlement Administrator Costs, and any other Court mandated or approved deductions.

10. “Plaintiff” refers to Erik Rojas, individually and in his capacity as representatives of the State of California on behalf of other aggrieved employees.

11. “Plaintiff’s Counsel” collectively refers to Joshua Falakassa, Esq. of Falakassa Law, P.C. and Mehrdad Bokhour, Esq. of Bokhour Law Group, P.C.

12. “Parties” collectively refers to Plaintiff and Defendant.

13. “Released Claims” shall mean any and all claims, whether known or unknown, that were asserted or could have been asserted based on the facts set forth in the operative pleadings in the Action and/or notice submitted to the LWDA in connection with the Action, to recover civil penalties pursuant to PAGA for any alleged violations by Defendant of California Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.3, 226.7, 510, 512, 516, 558, 1194, 1197, 1197.1, 1198, and 2802 and the related applicable IWC Wage Order provisions which arose during the PAGA Period.

14. “Released Parties” shall mean Defendant Semper Solaris Construction, Inc., and its past or present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys.

15. “Settlement Administrator” shall mean a neutral third-party settlement administrator to be agreed to by the Parties.

16. “Total Settlement Payment” shall mean an amount not to exceed One Hundred Fifty Thousand Dollars (\$150,000.00).

II. RECITALS

17. On or about on September 28, 2020, and again on May 20, 2021, Plaintiff sent letters to the LWDA on behalf of himself and other allegedly aggrieved employees in compliance with California Labor Code section 2699.3. Plaintiff seeks to represent themselves and all PAGA Settlement Members. The LWDA did not indicate that it intended to investigate the alleged violations referenced in the letters,

and the 65-day time period permitted for the LWDA to provide such a notification expired.

18. Counsel for all Parties have thoroughly investigated the facts relating to the claims alleged in the operative complaint and engaged in significant informal discovery in advance of mediation. Based on their investigation and evaluation of this case, Plaintiff's Counsel have concluded that the settlement is fair, reasonable, and adequate considering all known facts and circumstances, including the defenses asserted by Defendant, the risks and uncertainties associated with ongoing litigation, the potential inability for the Action to proceed to trial as a PAGA representative action, potential adverse findings regarding liability, the statutory discretion provided to the Court to decrease civil penalties under PAGA, and numerous potential appellate issues.

19. Defendant specifically denies, and continues to deny, each and every claim and contention alleged in the Action and has always maintained that it has never engaged in any unlawful acts regarding any of the matters alleged in the Action.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions set forth, the Parties agree as follows:

III. NON-ADMISSION OF LIABILITY

20. Based on the factual and legal issues involved, the expense and time necessary to prosecute the Action, the risks, uncertainty, and costs of further prosecution, the existence of arbitration agreements with express class waiver clauses, the difficulty of proof necessary to establish a PAGA representative action for purposes of liability, and the relative benefits to the PAGA Settlement Members of an expeditious resolution of the Action, the Parties have concluded that the terms set forth in this Settlement are fair, reasonable, adequate, and in the best interests of the PAGA Settlement Members.

21. By entering into this Settlement, Defendant denies any liability for any of the claims in the Action, as well as any other potential or unknown claims based on wage and hour violations under state or federal law. Neither this Settlement, nor any document referred to or contemplated herein, nor any action taken to carry out this Settlement, is, may be construed as, or may be used as, an admission, concession, or indication by or against Defendant of any unlawful conduct, fault, wrongdoing or liability whatsoever. Defendant specifically denies that it engaged in any unlawful or wrongful conduct against

Plaintiff and/or the PAGA Settlement Members. Rather, Defendant maintains it always complied with applicable laws governing wages, hours of work, and expense reimbursement for its employees.

IV. TERMS OF THE PAGA SETTLEMENT

A. The Total Settlement Payment

22. Defendant shall pay a Total Settlement Payment in a total amount of One Hundred Fifty Thousand Dollars (\$150,000.00).

23. The Total Settlement Payment shall include Plaintiff's Counsel Payment, Enhancement Award to Plaintiff, Settlement Administrator Costs, and the PAGA Fund.

24. Defendant shall provide the Total Settlement Payment to the Settlement Administrator within ten (10) days of the Effective Date.

25. Defendant represents that there are approximately 17,500 pay periods in the PAGA Period. If the actual number of pay periods during the PAGA Period is more than ten percent (10%) greater than 17,500 pay periods (*i.e.*, greater than 19,250), the Total Settlement Payment will be increased by the percentage difference between the 10% increase and the actual number of pay periods (*i.e.*, if there is a 12% difference, the Total Settlement Payment will increase by 2%).

B. Enhancement Awards To Named Plaintiff

26. Subject to Court approval, Plaintiff shall each seek a payment of Seven Thousand Five Hundred Dollars (\$7,500.00), subject to Court approval, to be paid from the Total Settlement Payment, as an enhancement for their services as the PAGA representatives ("Enhancement Award"), in addition to any payment they may otherwise receive as a PAGA Settlement Member.

27. Defendant will not oppose Plaintiff's request for the Enhancement Awards. Plaintiff will be responsible for characterizing this compensation for tax purposes and for paying any taxes owing on said amount. The Enhancement Awards approved by the Court and issued to Plaintiff will, if required by law, be reported on an IRS Form 1099 to Plaintiff. The Parties agree that a reduction by the Court of the requested Enhancement Awards does not constitute a material alteration of the terms of this Agreement and shall not provide a basis for rendering the Settlement void or unenforceable. Any reductions by the Court of the Enhancement Awards shall revert to the PAGA Fund.

28. Release by Named Plaintiff:

In addition to the Released Claims identified in Paragraph 13, Plaintiff agrees to release any and all claims, whether known or unknown, under all federal, state and local statutes, and federal and state common law (including but not limited to those for contract, tort, and equity), including, without limitation, the California Unfair Competition Act (California Business and Professions Code section 17200, *et seq.*) and the California Labor Code against the Released Parties. Plaintiff acknowledges the language of Section 1542 of the California Civil Code, which provides:

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.

Plaintiff expressly waives the protection of Section 1542. Plaintiff understands and agrees that claims or facts in addition to or different from those which are now known or believed by Plaintiff to exist may hereafter be discovered. It is Plaintiff's intention to settle fully and release all claims Plaintiff now have against the Released Parties, whether known or unknown, suspected or unsuspected. Plaintiff expressly acknowledges that the release in this Paragraph is intended to include in its effect, without limitation, all claims Plaintiff did not know or suspect at the time of execution hereof, regardless of whether the knowledge of such claims, or the facts upon which they might be based, would materially have affected the settlement of this matter, and that the consideration given under this Settlement is also for the release of those claims and contemplates the extinguishment of any such claims.

C. Plaintiff's Counsel Payment of Attorneys' Fees and Costs

29. Plaintiff's Counsel will apply to the Court for an award of attorneys' fees not to exceed one-third (1/3) of the Total Settlement Payment, which is Fifty Thousand Dollars (\$50,000). Plaintiff's Counsel will also seek reimbursement of reasonable litigation costs not to exceed Fifteen Thousand Dollars (\$15,000.00) (Plaintiff's Counsel's attorneys' fees and reasonable litigation costs are collectively referred to as the "Plaintiff's Counsel Payment").

30. Defendant will not oppose or object to Plaintiff's Counsel Payment and any request or application for attorneys' fees and costs submitted in connection therewith.

31. In the event that the Court does not approve the requested Plaintiff's Counsel Payment, or the Court alters the attorneys' fees and litigation costs sought by Plaintiff's Counsel, the Parties agree that any modifications or reductions by the Court of the requested Plaintiff's Counsel Payment (whether in the aggregate or individually) does not constitute a material alteration of the terms of this Agreement and shall not provide a basis for rendering the Settlement void or unenforceable.

32. Plaintiff's Counsel Payment shall be paid from the Total Settlement Payment. Any reductions by the Court of Plaintiff's Counsel's request for attorneys' fees or costs shall revert to the PAGA Fund in the event Plaintiff's Counsel elect not to seek appellate review of the Court's order awarding a lower amount of attorneys' fees sought.

D. Settlement Administration Fees and Costs

33. Settlement administration shall be done by the qualified, third-party Settlement Administrator agreed to by the Parties and approved by the Court. The Parties agree that the Settlement Administrator Costs shall be paid from the Total Settlement Payment. This includes all fees and costs for postage, envelopes, and computer searches to locate addresses, expenses of the Settlement Administrator to implement and complete the settlement process according to the terms of this Settlement, to calculate payments to individual PAGA Settlement Members, any cost associated with the escheatment process for any uncashed or undeliverable settlement checks, to prepare any necessary tax documents, and any other related fees and costs associated with the administrative duties associated with the Settlement (the "Settlement Administrator Costs").

34. The Settlement Administrator Costs shall be paid from the Total Settlement Payment. The Settlement Administrator Costs are estimated by Plaintiff's Counsel to not exceed Ten Thousand Dollars (\$10,000.00). Any reductions by the Court or any unused Settlement Administrator Costs shall revert to the PAGA Fund.

E. PAGA Fund

35. After deducting the Plaintiff's Counsel Payment, Plaintiff's Enhancement Awards, and

Settlement Administrator Costs, the remainder of the Total Settlement Payment shall be allocated to the LWDA and PAGA Settlement Members (the “PAGA Fund”).

36. Seventy-five percent (75%) of the PAGA Fund will be sent to the LWDA and twenty-five percent (25%) of the PAGA Fund will be allocated among the PAGA Settlement Members, based on his or her proportionate share of pay periods during the PAGA Period as set forth in Section V(B.).

V. COMPUTATION AND DISTRIBUTION OF TOTAL SETTLEMENT FUND

A. Deposit of Total Settlement Payment

37. The Settlement Administrator shall establish a Qualified Settlement Fund (“QSF”) for purposes of administering the Settlement. The Settlement Administrator shall furnish the QSF with its own Employer ID Number and calculate all settlement checks required under law based on information that will be confidentially furnished by Defendant. There are no payroll deductions to be calculated under this Settlement since no part of the Settlement will be classified as wages.

B. Formula for Calculating Share of PAGA Fund

38. The pro-rata portion of the PAGA Fund that is paid to each PAGA Settlement Member shall be determined based on the following formula:

(a) The payment to PAGA Settlement Members will be based on the number of pay periods that each PAGA Settlement Member received a paycheck from Defendant during the PAGA Period.

(b) The amount to be paid per pay period for each PAGA Settlement Member will be calculated by dividing the number of pay periods that the PAGA Settlement Member had during her or his employment with Defendant during the PAGA Period by the total aggregate number of all PAGA Settlement Members’ pay periods during their employment with Defendant during the PAGA Period.

(c) Defendant’s records shall be determinative for purposes of calculating the number of pay periods and any payments to PAGA Settlement Members. The Settlement Administrator shall be responsible for calculating each individual PAGA Settlement Members’ respective pro-rata settlement payment.

C. Distribution of PAGA Fund

39. Defendant shall provide the Settlement Administrator with a list of the names, addresses

and number of pay periods/paychecks issued to each of the PAGA Settlement Members during the PAGA Period within fourteen (14) days after the Court issues an Order approving the Settlement. The contact information shall be provided confidentially to the Settlement Administrator only, and the Settlement Administrator shall treat the information as private and highly confidential and take all necessary precautions to maintain the confidentiality of contact information of the PAGA Settlement Members. This information is to be used only to carry out the Settlement Administrator's duties as specified in this Settlement.

40. Within thirty (30) days after the Effective Date or the Total Settlement Payment is fully funded, whichever is later, the Settlement Administrator shall pay to the LWDA an amount equivalent to seventy-five percent (75%) of the PAGA Fund, or as otherwise directed by the Court.

41. Within thirty (30) days after the Effective Date or the Total Settlement Payment is fully funded, whichever is later, the Settlement Administrator shall distribute to PAGA Settlement Members their individual portion of the PAGA Fund (the "Individual Payment"), or as otherwise directed by the Court. A letter approved by the Parties will be included in the mailing of the Individual Payment to each PAGA Settlement Member.

42. Within thirty (30) days after the Effective Date or the Total Settlement Payment is fully funded, whichever is later, the Settlement Administrator shall distribute the Plaintiff's Enhancement Awards.

43. Within thirty (30) days after the Effective Date or the Total Settlement Payment is fully funded, whichever is later, the Settlement Administrator shall distribute to Plaintiff's Counsel the court-approved Plaintiff's Counsel Payment.

44. The Settlement Administrator will send the Individual Payments to the PAGA Settlement Members by First Class U.S. Mail.

45. To provide the best notice and delivery of Individual Payments practicable, any Individual Payment returned to the Settlement Administrator as non-delivered shall be sent by First Class U.S. Mail to the forwarding address affixed thereto, if any. If no forwarding address is provided for an Individual Payment that is returned as non-deliverable, the Settlement Administrator shall use the best

available technology accessible (e.g., skip tracing, address verification, etc.) to the Settlement Administrator or other mutually agreeable method to locate PAGA Settlement Members and will then mail the Individual Payment to the address identified by First Class U.S. Mail. If no valid address is located, the Individual Payment for that individual will be deemed undeliverable. If any PAGA Settlement Members cannot be located within two attempts at mailings by the Settlement Administrator, the Individual Payment for that individual will be deemed undeliverable.

46. The Settlement Administrator shall maintain a list of the postmark date for the original mailing of the Individual Payment to the PAGA Settlement Members, the postmark date of any subsequent mailing to any PAGA Settlement Members, and a list of PAGA Settlement Members who did not receive the Individual Payment due to the inability to locate a valid address using the procedures described herein or who otherwise could not be located within two attempts at mailing.

47. All Individual Payment checks will remain valid and negotiable for 180 days from the date of their initial mailing by the Settlement Administrator. After 180 days from the date of their mailing by the Settlement Administrator, any uncashed checks will be void. For any PAGA Settlement Member whose funds are undeliverable and/or who does not cash or negotiate her or his Individual Payment check within 180 days, the uncashed funds shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500, *et. seq.* for the benefit of the PAGA Settlement Member(s) who did not cash their checks until such time that they claim their property, or the property is otherwise disposed of pursuant to the Unclaimed Property Laws.

48. The Settlement Administrator will prepare and issue any tax forms required by law, including any IRS Form 1099s to PAGA Settlement Members, Plaintiff, and Plaintiff's Counsel.

D. Settlement Administration Payment

49. Within thirty (30) days after the Effective Date or the Total Settlement Payment is fully funded, whichever is later, the Settlement Administrator shall deduct an amount equivalent to the Settlement Administrator Costs.

VI. RELEASED CLAIMS

A. Claims Released by Plaintiff, the LWDA, and the State of California

50. Upon the Effective Date, the LWDA, the State of California, and Plaintiff fully release and forever discharge the Released Parties from any and all Released Claims.

B. Tax Treatment and Tax Indemnification

51. PAGA Settlement Members, including Plaintiff, will assume any tax obligations or consequences which may arise from this Settlement. PAGA Settlement Members, including Plaintiff, release any and all claims that they have or may have against Defendant for any claims, demands, deficiencies, levies, assessments, executions, judgments, penalties, taxes, indemnification, and any other recoveries related to any payments made under this Settlement or any compensation provided at any time by Defendant or any of the Released Parties. If any state or federal taxing authority contacts, investigates, or pursues any action against any PAGA Settlement Members, including Plaintiff, for their individual share of taxes related to any payments made under this Settlement or any compensation provided at any time by Defendant or any of the Released Parties, each PAGA Settlement Member, including Plaintiff, shall be responsible for their own defense of and payment for any claim of unpaid taxes, interest, or penalties brought by any state or federal taxing authority for the PAGA Settlement Member's share of any state or federal tax obligation. If a PAGA Settlement Member has questions about any liability to any state or federal taxing authority, they shall contact the Settlement Administrator. The PAGA Settlement Members, including Plaintiff, shall not contact Defendant, any of the Released Parties, or Defense Counsel regarding this Settlement or its tax consequences. Nothing herein shall be deemed to constitute tax advice or guidance.

VII. MISCELLANEOUS PROVISIONS

A. Nullification of Settlement Agreement.

52. In the event that: (a) the Court does not approve the Settlement as provided herein; (b) the Court strikes, modifies, or does not approve any material term of this Agreement other than as agreed herein; or (c) the Settlement does not become final as written and agreed to by the Parties for any other reason, then this Agreement, and any documents generated to bring it into effect, will be null and void,

all amounts deposited into the QSF will be returned to Defendant, and the Parties shall be returned to their original respective positions. The Parties' agreement to a representative PAGA Settlement Member group is for purposes of Settlement only, therefore, if the Settlement is nullified or void, so too, is the agreement to treat this as a representative action. Should such a nullification occur each of the Parties shall be referred to her, his, its or their respective positions as if this Agreement did not exist. Pursuant to California Evidence Code § 1152, this Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Agreement. If this Agreement is not approved or does not become Effective (as defined by the Effective Date), the Parties agree that this Settlement Agreement is void, and remains protected by California Evidence Code § 1152.

B. Mutual Full Cooperation

53. Plaintiff and Defendant, Plaintiff's Counsel, and Defense Counsel agree to fully cooperate with each other to accomplish the terms of this Settlement, including, but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms herein. The Parties agree to use their best efforts and any other efforts that may become necessary by Order of the Court, or otherwise, to effectuate this Settlement.

C. Parties' Authority

54. The signatories hereto represent that they are fully authorized to enter into this Settlement.

D. Binding Nature of the Settlement

55. This Settlement shall be binding upon, and inure to the benefit of, the successors or assigns of the Released Parties. Plaintiff represents, covenants, and warrants that he has not directly or indirectly, assigned, transferred, or encumbered any claim, demand, action, cause of action or rights released in the Released Claims in this Settlement. This Settlement also shall be binding upon Plaintiff, the PAGA Settlement Members, and the LWDA.

56. This Settlement may be amended or modified only by a written instrument. No rights under this Settlement may be waived except in writing.

57. This Settlement constitutes the entire agreement between Plaintiff and Defendant relating to the terms contained herein. All prior or contemporaneous agreements, understandings, and statements, whether oral or written, whether express or implied, and whether by a party or its counsel, concerning this Settlement are merged herein. No oral or written representations, warranties or inducements have been made to any party concerning this Settlement or its exhibits other than the representations, warranties and covenants contained and memorialized in such documents.

58. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any of its provisions. Each term of this Settlement is intended to be contractual and not merely a recital.

E. Joint Drafting of Settlement Documents

59. Plaintiff's Counsel and Defense Counsel have arrived at this Settlement as a result of a series of arm's-length negotiations, including a full-day mediation with experienced wage and hour mediator Eve Wagner, Esq., and counsel have taken into account all relevant factors, present and potential risks with ongoing litigation.

60. This Settlement has been drafted jointly by Plaintiff's Counsel and Defense Counsel and, therefore, in any construction or interpretation of this Settlement, the same shall not be construed against any of the Parties.

F. Execution of the Settlement

61. This Agreement may be executed in any number of counterparts, any of which shall be deemed to be the original if fully executed by both Parties. This Agreement may be executed and delivered by facsimile or email and, when fully executed and delivered, this Settlement and photocopies thereof shall be legally binding and enforceable as the original. If an electronic signature is utilized by any signatory to this Agreement the Party and/or our counsel utilizing the electronic signature acknowledge that the electronic signature is binding pursuant to California Civil Code section 1633.1, *et seq.* (the "Uniform Electronic Transactions Act") and that it was obtained by the person for whom it appears, and appropriate measures were taken to protect the security and authenticity of the signatory.

G. Continuing Jurisdiction of the Court

62. Pursuant to California Code of Civil Procedure section 664.6, the Parties agree that the Court shall retain jurisdiction over the Parties, and over this Settlement, in order to: (i) monitor and enforce compliance of Settlement, and/or (ii) resolve any disputes over this Settlement or the administration of the benefits of this Settlement.

H. Invalidity of Any Provision

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

I. No Collateral Attack

64. This Agreement shall not be subject to collateral attack by any PAGA Settlement Member after the Effective Date. Such prohibited collateral attacks shall include but not be limited to claims that the PAGA Settlement Member failed for any reason to receive notice of the settlement and/or her or his Individual Payment.

J. Confidentiality

65. Plaintiff and Plaintiff's Counsel will not make any public disclosure of the Settlement, except through Court filings for approval of the Settlement. Following Court approval of the Settlement, Plaintiff and Plaintiff's Counsel will not initiate or engage in any communications (directly or indirectly) with the media regarding the Action or Settlement. Plaintiff's counsel shall not report the Settlement in any medium or in any publication, shall not post or report anything regarding the Action, the claims of Plaintiff or the PAGA Settlement Members, and/or the Settlement on their website, and shall not contact any reporters or media regarding the Settlement.

K. Representations by Plaintiff

66. Plaintiff acknowledges the following:

- (a) Plaintiff has carefully read and fully understands all of the provisions of this Settlement;
- (b) Plaintiff knowingly and voluntarily agrees to all of the terms set forth in this Settlement and have not been coerced, threatened, or intimidated into executing this Settlement;

(c) Plaintiff was advised, and hereby are advised in writing, to consider the terms of this Settlement and consult with their attorneys before signing this Settlement; and

(d) Other than the fees and costs awarded pursuant to the terms of this Settlement, Plaintiff acknowledges that all Parties shall bear their own fees and costs through the conclusion of the Actions.

L. Representations by Defendant

67. Defendant acknowledges the following:

(a) Defendant has carefully read and fully understand all of the provisions of this Settlement;

(b) Defendant knowingly and voluntarily agrees to all of the terms set forth in this Settlement and have not been coerced, threatened, or intimidated into executing this Settlement;

(c) Defendant was advised, and hereby is advised in writing, to consider the terms of this Settlement and consult with its attorneys before signing this Settlement.

(d) Other than the fees and costs awarded pursuant to the terms of this Settlement, Defendant acknowledges that all Parties shall bear their own fees and costs through the conclusion of this Action.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement and Release of PAGA Claims as of the date(s) set forth below:

AGREED TO BY PLAINTIFF AS TO FORM AND CONTENT:

6/15/2021

DATED: June __, 2021

ERIK ROJAS, individually and on behalf of other
aggrieved employees

DocuSigned by:



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AGREED TO BY DEFENDANT AS TO FORM AND CONTENT:

DATED: June 10, 2021

SEMPER SOLARIS CONSTRUCTION, INC.



By: _____
Title: John Almond President

AGREED TO BY PLAINTIFF'S COUNSEL:

6/15/2021

DATED: June __, 2021

FALAKASSA LAW, P.C.

DocuSigned by:

Joshua Falakassa

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Joshua Falakassa

Attorney for Plaintiff and the Aggrieved Employees

BOKHOUR LAW GROUP, P.C.

6/15/2021

DATED: June __, 2021

DocuSigned by:

Mehrdad Bokhour

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Mehrdad Bokhour

Attorney for Plaintiff and the Aggrieved Employees

APPROVED AS TO FORM TO BY DEFENDANT'S COUNSEL:

LAW OFFICES OF DONALD R. MCKILLOP

DATED: June __, 2021

Donald R. McKillop

Attorneys for Defendant Semper Solaris
Construction, Inc.