

STIPULATION OF CLASS AND PAGA SETTLEMENT

This Stipulation of Class and PAGA Settlement (“**Settlement Agreement**”) is reached by and between Plaintiffs Severo John Hernandez (“**Plaintiff Hernandez**”), Umeet Nand (“**Plaintiff Nand**”), & Kristofer Barr (“**Plaintiff Barr**”) (**Collectively “Plaintiffs”**), individually and on behalf of all Aggrieved Employees and members of the Settlement Class, defined below, and Christensen Brothers General Engineering, Inc. (“**CBG**”) and Caleb Christiansen (“**CC**”) (**Collectively “Defendants”**), (Plaintiffs and Defendants are referred to herein as the “**Parties**”). Plaintiffs, Aggrieved Employees and the Settlement Class are represented by Sam Kim and Yoonis Han of Verum Law Group, APC & Daniel J. Brown and Ethan Surls of Stansbury Brown Law, PC (“**Class Counsel**”). Defendants are represented John Egley & Chris Scheithauer of Call & Jensen, APC.

Plaintiff Nand filed a putative class action complaint (“**Nand Complaint**”) against Defendant CBG on November 18, 2020, in Los Angeles County Superior Court, Case No. 20STCV44100, which alleged causes of action for: (1) minimum wage violations (2) failure to pay all overtime wages; (3) meal period violations; (4) rest period violations; (5) failure to reimburse for necessary business expenses; (6) wage statement violations; (7) waiting time penalties; (8) unfair competition; and, (9) failure to pay prevailing wages. Plaintiff Nand filed a First Amended Class and Representative Action Complaint (“**Nand FAC**”) on March 23, 2021, to add an additional cause of action for civil penalties under the Private Attorneys General Act (“**PAGA**”) pursuant to Labor Code Sections 2698 *et seq.* based on claims asserted in the PAGA letter Plaintiff Nand submitted to the LWDA on November 17, 2020 (“**Nand PAGA Letter**”). Plaintiff Hernandez filed a class action complaint (“**Hernandez Complaint**”) against Defendant CBG on March 17, 2021, in San Bernardino Superior Court, Case No. CIVSB2107947, which alleges causes of action for: (1) minimum wage violations (2) failure to pay all overtime wages; (3) meal period violations; (4) rest period violations; (5) wage statement violations; (6) waiting time penalties; (7) unfair competition; and, (8) failure to pay prevailing wages. Plaintiff Hernandez filed a First Amended Class and Representative Action Complaint (“**Hernandez FAC**”) on September 10, 2021, to add an additional cause of action for civil penalties under the Private Attorneys General Act (“**PAGA**”) pursuant to Labor Code Sections 2698 *et seq.* based on claims asserted in the PAGA letter Plaintiff Hernandez submitted to the LWDA on or about July 1, 2021 (“**Hernandez PAGA Letter**”). On March 27, 2022, Plaintiff Nand and Defendant CBG entered into a stipulation to dismiss the Nand Complaint without prejudice for the purpose of coordinating/consolidating the Nand Complaint and the Hernandez Complaint in the San Bernardino Superior Court. On or about March 18, 2022, Plaintiff Barr submitted a PAGA letter to the LWDA and on or about March 21, 2022, Plaintiff Barr submitted an amended PAGA letter to the LWDA (collectively, “**Barr PAGA Letter**”). On or about April 21, 2022, Plaintiff Hernandez filed a Second Amended Class and Representative Action Complaint (“**SAC**”), which served to: i) include Plaintiff Nand as a named Plaintiff; ii) include Plaintiff Barr as a named Plaintiff; iii) include Defendant CC as a named Defendant; and iv) add an additional cause of action for failure to pay overtime and minimum wage under the Fair Labor Standards Act (“**FLSA**”). On May 18, 2022, Defendants filed a Notice of Removal of Action Pursuant to 28 U.S.C. §§ 1331, 1441 and 1446. On May 18, 2022, the matter was removed to the United States District Court, Central District of California Case No. 5:22-cv-00836-AB-SP. On September 28, 2022, pursuant to stipulation, Plaintiffs filed a Third Amended Class and Representative Action Complaint (“**TAC**”), which i) redefined the putative class to include only “**Field Employees**” (defined below) and ii) contained additional factual allegations regarding the facially deficient

wage statements. The: i) Nand Complaint; ii) Nand FAC; iii) Nand PAGA Letter; iv) Hernandez Complaint; v) Hernandez FAC; vi) Hernandez PAGA Letter; vii) Barr PAGA Letter viii) SAC; and ix) TAC are referred to collectively herein as the “**Lawsuit.**”

On May 2, 2023, and continuing thereafter in subsequent negotiations that occurred between then and the present, the Parties, represented by their respective counsel of record, privately mediated the Lawsuit, before Nikki Tolt, Esq., of Act Mediation, Inc. Prior to mediation, the Parties conducted significant investigation of the facts and law both through formal and informal discovery. This included review and analysis of Defendants’ policies and putative class members’ time records and payroll records. Counsel for the Parties have further investigated the applicable law as applied to the facts discovered regarding Plaintiffs’ claims, the defenses thereto, and the damages and penalties claimed by Plaintiffs in the Lawsuit. The Parties were unable to reach a resolution at the mediation, but continued to have ongoing settlement discussions with the assistance of the mediator. On May 17, 2023, the Parties reached an agreement, which is now presented to the Court for approval.

Given the risks and uncertainties of litigation, the Parties have agreed to settle this Lawsuit on the terms set forth herein and subject to the approval of Court. Nothing herein shall be construed as an admission of any wrongdoing or of liability as the Settlement Agreement is intended solely to allow the Parties to buy their peace and resolve the disputed claims asserted in this Lawsuit.

1. Certification for Settlement Purposes. For the purposes of this Settlement Agreement only, the Parties stipulate to certification of the following Settlement Class:

A. **Settlement Class** – The “**Class**” (or “**Class Members**”) is defined as all current and former “Field Employees” (Defined as Defendants’ non-exempt employees in the positions of i) Foreman; ii) Operator; iii) Pipelayer; iv) Laborer; v) Cement Mason; vi) Teamster; vii) Driver; and viii) similarly titled positions) of Defendants who worked at any time during the period of November 18, 2016 through the earlier of 1) August 30, 2023 or 2) the date of Preliminary Approval (the “**Class Period**”).

The Parties agree that certification for purposes of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure or Federal Rule of Civil Procedure Rule 23.

If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

2. Releases.

A. **Released Parties.** As referenced herein, **Released Parties** shall collectively mean: Defendant Christensen Brothers General Engineering, Inc., all its affiliated parties and entities, including its past and present affiliates, parents, subsidiaries, predecessors, owners, successors, shareholders, divisions, and each of these entities’ past and present

directors, officers, managing agents, employees, agents, partners, benefit plans, shareholders and representatives, and Defendant Caleb Christensen.

- B. **Released Class Claims.** All Class Members who do not opt out of the settlement (collectively, “**Settlement Class Members**”) release Released Parties, from any and all wage and hour and/or wage payment claims, obligations, demands, actions, rights, causes of action, and liabilities (including state and common law claims) that accrued or arose during the Class Period that were alleged, or reasonably could have been alleged, based on the facts stated in the operative TAC and/or Plaintiffs’ respective PAGA Letters, including: (a) failure to pay minimum wages; (b) failure to pay overtime wages; (c) failure to provide meal periods; (d) failure to provide rest periods; (e) failure to reimburse for necessary business expenses; (f) failure to provide accurate, itemized wage statements; (g) failure to pay final wages and/or waiting time penalties; (h) unfair competition; (i) failure to timely pay wages; (j) failure to pay all prevailing wages; and (k) all other claims that are or were asserted or that could have been asserted based on the facts alleged in the TAC and/or Plaintiffs’ respective PAGA letters to the LWDA; and (l) penalties (including civil, statutory, and/or wage penalties, based on the underlying Labor Code violations), liquidated damages, interest, attorneys’ fees, litigation costs, restitution, equitable relief, or additional damages which allegedly arise from the claims described in (a) through (k) above under any applicable law, except as stated herein. This release does not include any claims under the Fair Labor Standards Act 29 U.S.C. § 201 *et seq.* (“FLSA Claims”). However, this release specifically includes the following statutory claims: any and all claims that were pled or that could have been pled based on the facts alleged in the TAC arising under the California Labor Code, including, the California Labor Code §§ 200 *et seq.*, 201-204, 210, 223, 226, 226.7, 510, 512, 558, 558.1, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1771, 1742, 1774, 1775, 1776, 2698 *et seq.*, 2699 *et seq.*, 2802, 2804, California Business & Professions Code §§ 17200, *et seq.*, and Wage Order No. 16 §§ 3, 4, 5(A), 7, 11, 12 (collectively “**Released Class Claims**”). The release extends to the limits of the Class Period.
- C. **Released PAGA Claims.** Plaintiffs and all current and former non-exempt employees of Defendants who worked for Defendants at any time during the period of November 17, 2019 up to the earlier of i) the date the Court grants Preliminary Approval or ii) August 30, 2023 (the “**PAGA Period**”) (“**Aggrieved Employees**”) release the Released Parties from any and all claims for PAGA civil penalties that accrued or arose during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated in the operative TAC and/or Plaintiffs’ PAGA Letters, including (a) failure to pay minimum wages; (b) failure to pay overtime wages; (c) failure to provide meal periods; (d) failure to provide rest periods; (e) failure to reimburse for necessary business expenses; (f) failure to provide accurate, itemized wage statements; (g) failure to pay final wages and/or waiting time penalties; (h) unfair competition; (i) failure to timely pay wages; and (j) failure to pay all prevailing wages. This release specifically includes claims for civil penalties under the PAGA that were pled or that could have been pled based on the facts alleged in the TAC and/or Plaintiffs’ PAGA Letters arising under California Labor Code sections §§ 200 *et seq.*,

201-204, 210, 223, 226, 226.7, 510, 512, 558, 558.1, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1771, 1742, 1774, 1775, 1776, 2698 *et seq.*, 2699 *et seq.*, 2802, and 2804 (collectively “**Released PAGA Claims**”). The release extends to the limits of the PAGA Period.

- D. **Plaintiffs’ Release of Known and Unknown Claims.** Plaintiffs agree to release, in addition to the Released Class and PAGA Claims described above, all claims, whether known or unknown, under federal law or state law against the Released Parties, including, without limitation, dismissing with prejudice and releasing any individual FLSA claims. Plaintiffs understand that this release includes known and unknown claims and that they are, as a result, waiving all rights and benefits afforded by 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.

However, to the extent that Plaintiffs have claims that cannot be released as a matter of law (i.e., workers’ compensation claims), then those claims will not be released.

3. **Settlement Payment.** In exchange for the releases set forth in this Settlement Agreement, Defendants agree to pay a total maximum gross sum of Two Hundred Fifty Thousand Dollars (\$250,000) (“**Maximum Settlement Amount**” or “**MSA**”) in full and complete settlement of this matter as follows:

- A. **Funding of the Maximum Settlement Amount.** Defendants shall fund to the Settlement Administrator the Maximum Settlement Amount within 15 days after Final Approval (which, for this purpose, shall be defined as the date on which the Court enters an Order granting Final Approval, or solely in the event that there are any objections to the settlement, the filing of an objection being a prerequisite to the filing of an appeal, the later of: (i) the last date on which any appeal might be filed, or (ii) the successful resolution of any appeal(s) – including expiration of any time to seek reconsideration or further review) (“**Final Approval**”).
- B. **Disbursement of Maximum Settlement Amount.** Within fifteen (15) days following the full funding of the Maximum Settlement Amount with the Settlement Administrator by Defendants, the Settlement Administrator will calculate Participating Member Payments (defined below) and mail Participating Member Payments to Participating Member and transfer to Class Counsel its attorney’s fees and verified costs.
- C. **Releases Effective Upon Full Payment of the MSA.** The Releases identified in Paragraphs 2(A) - (D) above will only become effective upon Defendants’ payment of the entire Maximum Settlement Amount. If Defendants fail to fully fund the Settlement the Releases described above will be null and void.

D. **Non-revisionary.** This is a non-reversionary settlement. The Maximum Settlement Amount Includes:

- i. All payments to the Settlement Class, which is based on a class size of estimated at 340 employees during the Class Period and who worked a total of an estimated 16,500 workweeks during the Class Period.
- ii. If the total number of workweeks worked by Settlement Class Members during the Class Period increases by more than 10% of the 16,500 workweeks (i.e., more than 1,650 additional workweeks), then Defendants will have the option to (1) pay an adjusted pro-rata settlement amount to reflect the increased number of workweeks beyond the original estimate of 16,500 workweeks; (2) cap the workweeks and the scope of the release as of the date that they exceed the above-referenced 10% threshold; or (3) terminate the Settlement Agreement.
- iii. Settlement Administrator. All fees and expenses of the settlement administrator associated with the administration of the settlement, which are anticipated to be no greater than Six Thousand Dollars and Zero Cents (\$6,000.00). The Parties agree to the appointment of Phoenix Settlement Administrators as the settlement administrator (“**Settlement Administrator**”) and to Class Counsel seeking Court approval to pay up to Six Thousand Dollars and Zero Cents (\$6,000.00) from the Maximum Settlement Amount for the Settlement Administrator’s services. The Settlement Administrator shall be responsible for sending all required notices in both English and Spanish, providing written reports to Class Counsel and defense counsel that, among other things, tally the number of Notices mailed or re-mailed, Notices returned undelivered, Requests for Exclusion, objections and disputes received from Class Members, calculating the Net Settlement Amount, calculating each Class Member’s and Aggrieved Employees’ Participating Member Payment, preparing all checks and mailings and disbursing all funds resulting from uncashed settlement checks as set forth in Paragraph 4(C), and providing declarations regarding the Settlement Administrator’s background and services for Preliminary Approval, attesting to its due diligence and compliance with all of its obligations under this Agreement for Final Approval, and a final report detailing disbursement of the Maximum Settlement Amount in compliance with the Final Approval Order. The Settlement Administrator shall be authorized to pay itself from the Maximum Settlement Amount by Class Counsel only after checks have been mailed to all Aggrieved Employees and Settlement Class Members (collectively “**Participating Members**”).
- iv. Enhancement Payment. Up to a total of Twelve Thousand Dollars (\$12,000) for Enhancement Payments, to be divided equally between each named Plaintiff subject to Court approval (“**Enhancement Payments**”). Defendants will not object to a request for Class Representative Enhancement Payments of up to

\$4,000 for each of the three named Plaintiffs in recognition of their time and risks in prosecuting this case and their service to the Settlement Class. These payments will be in addition to Plaintiffs' Participating Member Payments (defined below) as Participating Members and shall be reported on an IRS Form 1099 by the Settlement Administrator. It is the intent of the Parties that the Enhancement Payments to Plaintiffs are for their service in connection with this Lawsuit and are not wages, therefore the Settlement Administrator shall not withhold any taxes from the Enhancement Payments and shall report it on an IRS Form 1099, which shall be provided to Plaintiffs and to the pertinent taxing authorities as required by law. Although it is the contemplation of the Parties that the Enhancement Payments do not represent wages, the Internal Revenue Service, the California Franchise Tax Board, or some other taxing authority may take the position that some or all of the Enhancement Payments constitute wages for income tax and withholding purposes. Plaintiffs agree to assume all responsibility for remitting to the Internal Revenue Service, the California Franchise Tax Board, and any other relevant taxing authority the amounts required by law, if any, to be withheld by Defendants from the Enhancement Payments paid under this Settlement Agreement, and all liability associated therewith. In the event that the Court reduces or does not approve the requested Enhancement Payments, the Settlement Agreement remains in full force and effect, Plaintiffs shall not have the right to revoke the settlement for that reason, and it shall remain binding.

- v. General Release Payments to Named Plaintiffs. As consideration for executing individual general releases of all claims against Defendants, Plaintiffs will receive the following additional payments from the Maximum Settlement Amount, subject to Court approval: i) Four Thousand Dollars (\$4,000) to Plaintiff Hernandez; ii) Four Thousand Dollars (\$4,000) to Plaintiff Barr; and iii) Two Thousand Dollars (\$2,000) to Plaintiff Nand ("**General Release Payments**").
- vi. Class Counsel Fees and Costs. Up to one fourth (1/4) of the Maximum Settlement Amount in attorneys' fees, which is currently estimated to be Sixty-Two Thousand Five Hundred Dollars (\$62,500.00), plus up to One Hundred Thousand Dollars (\$100,000.00) in verified costs and expenses related to the Lawsuit as supported by declaration. In the event that the Court reduces or does not approve Class Counsel's requested fees and costs, the unapproved amounts will become part of the net settlement amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised, responses to any intervenors and any appeals necessitated by those objections or intervenors. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when it pays the fee award as approved by the Court; and

- vii. PAGA Amount. Five Thousand Dollars (\$5,000.00) of the Maximum Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Three Thousand Seven Hundred Fifty Dollars (\$3,750.00) will be payable to the Labor & Workforce Development Agency (“**LWDA Payment**”), and the remaining twenty-five percent (25%), or One Thousand Two Hundred and Fifty Dollars (\$1,250.00) will be payable to the Aggrieved Employees as the “**PAGA Amount.**” The LWDA Payment and PAGA Amount are collectively referred to herein as the “**PAGA Payment.**”

E. **Payroll Tax Payments.** Defendants’ share of payroll taxes shall be paid by Defendants separately, and not from the Maximum Settlement Amount.

- 4. **Participating Member Payment Procedures.** Participating Members are not required to submit a claim form to receive their share of the Settlement (“**Participating Member Payment**”). Participating Member Payments will be determined and paid as follows:

A. **Net Settlement Amount:** The Net Settlement Amount is the Maximum Settlement Amount after all the deductions in Section 3(D) above are made, including: (a) all costs/fees of settlement administration paid to the Settlement Administrator; (b) Enhancement Payment to Plaintiffs; (c) General Release Payments to Plaintiffs; (d) the LWDA Payment; and (e) costs and attorneys’ fees for Class Counsel. The Net Settlement Amount shall be available for Participating Members. From the Net Settlement Amount, the Settlement Administrator will calculate each Participating Member Payment based on the following formula:

- i. PAGA Amount. Each Aggrieved Employee who was employed by Defendants at any time during the PAGA Period, shall receive a portion of the One Thousand Two Hundred Fifty Dollars (\$1,250.00) that has been designated as the PAGA Amount based on their proportionate share of PAGA Workweeks worked during the PAGA Period, by multiplying the PAGA Amount by a fraction, the numerator of which is the Aggrieved Employee’s PAGA Workweeks during the PAGA Period, and the denominator of which is the total PAGA Workweeks of all Aggrieved Employees during the PAGA Period. A “**PAGA Workweek**” is any calendar week in which an Aggrieved Employee was employed by Defendants during the PAGA Period.
- ii. Remainder. After payment of the PAGA Amount, the remainder of the Net Settlement Amount shall be distributed to each Settlement Class Member based on their proportionate share of Class Workweeks worked during the Class Period, by multiplying the remaining Net Settlement Amount by a fraction, the numerator of which is the Settlement Class Member’s Class Workweeks during the Class Period, and the denominator of which is the total Class Workweeks of all Settlement Class Members during the Class Period. A “**Class**

Workweek” is any calendar week in which a Settlement Class Member was employed by Defendants during the Class Period.

- B. **Participating Member Payment Tax Treatment.** For purposes of calculating applicable taxes and withholdings for the payment to Participating Members described in Paragraph 4(A)(ii), twenty percent (20%) of each such payment shall be designated as wages subject to W-2 reporting and normal payroll withholdings; the remaining eighty percent (80%) of each such payment shall be designated as penalties and interest subject to IRS Form 1099 reporting with no withholdings. Additionally, 100% of the PAGA Amount paid to Aggrieved Employees shall be designated as penalties and interest subject to IRS Form 1099 reporting with no withholdings. Notwithstanding the treatment of these payments to each Participating Member above, none of the Participating Member Payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans.
 - C. **Deadline to Negotiate Participating Member Payment.** Each Participating Member who receives a Participating Member Payment must negotiate the settlement check within one hundred eighty (180) days from the date of issuance. The one hundred eighty (180) day expiration of the settlement checks will be pre-printed on the front of the settlement check. Any funds payable to Settlement Class Members whose checks are not negotiated within one hundred eighty (180) days period will not be reissued, except for good cause and as mutually agreed by the Parties in writing. If a Participating Member does not cash his or her settlement check within 180 days, the uncashed funds, subject to Court approval, 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 those Participating Members who did not cash their checks until such time that they claim their property. The Parties agree that this disposition results in no “unpaid residue” under California Civil Procedure Code § 384, as the entire Net Settlement Fund will be paid out to Participating Members, whether or not they cash their settlement checks.
 - D. Neither Plaintiffs nor Defendants shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by his, her, or its own acts of omission or commission, the same is true for the Settlement Administrator.
5. **Preliminary Approval.** Plaintiffs shall apply to the Court for the entry of an Order:
- A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;
 - B. Appointing Sam Kim and Yoonis Han of Verum Law Group & Daniel J. Brown and Ethan Surls of Stansbury Brown Law, PC as Class Counsel;

- C. Appointing Severo John Hernandez, Umeet Nand, and Kristofer Barr as the Class Representatives for the Settlement Class;
 - D. Approving Phoenix Settlement Administrators as Settlement Administrator;
 - E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
 - F. Approving the form and content of the Class Notice Packet (which is comprised of the Class Notice and Request for Exclusion Form), and directing the mailing of same in English and Spanish;
 - G. Scheduling a Final Approval hearing;
 - H. Plaintiffs shall submit the proposed settlement to the Labor Workforce Development Agency (“LWDA”) pursuant to Labor Code § 2699(l)(2). Proof of this submission will be provided to the Court and to Defendants’ counsel; and
 - I. If Final Approval is granted, Plaintiffs shall submit a copy of the District Court’s judgement to the LWDA after entry of the judgement or order, pursuant to Labor Code § 2699(l)(3).
6. **Notice Procedures.** Following preliminary approval, the Settlement Class and Aggrieved Employees shall be notified as follows:
- A. Within thirty (30) days after entry of an order preliminarily approving this Settlement Agreement, Defendants will provide the Settlement Administrator with a class list (in electronic format) including the names, last known addresses, and social security numbers, to the extent known, of Aggrieved Employees and Class Members, as well as dates of employment for the Settlement Administrator to use to determine the Class and PAGA Workweeks worked by each Aggrieved Employee and Class Member during the Class Period.
 - B. Within seven (7) days from receipt of the class list information, the Settlement Administrator shall: (i) run the names of all Class Members and Aggrieved Employees through the National Change of Address (“NCOA”) database to determine any updated addresses for Class Members and Aggrieved Employees; (ii) update the addresses of any Class Member or Aggrieved Employee for whom an updated address was found through the NCOA search; and (iii) mail the Notice Packet to each Class Member and Aggrieved Employee in English and Spanish at their last known address or at the updated address found through the NCOA search, and retain proof of mailing.
 - C. The Settlement Administrator shall use its best professional efforts, including utilizing a “skip trace,” to track any Class Member’s and Aggrieved Employee’s mailing returned as undeliverable, and will re-send the Notice Packet promptly upon identifying updated mailing addresses through such efforts. The address identified by the

Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member and Aggrieved Employee.

- D. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline (defined below) shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a “skip trace,” to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Class Member or Aggrieved Employee immediately, and in any event within three (3) business days of obtaining the updated address.
- E. **Opt-Out/Request for Exclusion Procedures.** Any Class Member who wishes to opt-out of the Settlement must complete and mail a Request for Exclusion Form to the Settlement Administrator within Sixty (60) days of the date of the initial mailing of the Notice Packets (the “**Response Deadline**”).
- i. The Request for Exclusion Form must: (1) contain the name, address, telephone number of the Class Member; (2) contain a statement that the Class Member wishes to be excluded from the class settlement; (3) be signed by the Class Member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion Form fails to comply with items (1), (2), or (4), it will not be deemed a valid Request for Exclusion from this settlement, except a Request for Exclusion Form not containing a Class Member’s telephone number will be deemed valid. The date of the postmark on the Request for Exclusion Form, shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Class Member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the settlement (although the PAGA settlement and release provisions will apply to each such individual, and such individual shall be entitled to their share of the PAGA Amount) or have any right to object, intervene, appeal, or comment thereon. Any Class Member who does not submit a Request for Exclusion Form is automatically deemed a Settlement Class Member.
- F. **Objections.** Members of the Settlement Class who do not request exclusion may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendants’ counsel as well as filing them with the Court). Defendants’ counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval, unless filed within ten (10) days of the Motion for Final Approval filing deadline, in which case Defendants’ counsel and Class Counsel shall have ten (10) days to respond. To be valid, any objection must: (1) contain the objecting Class Member’s full name and current address; (2) include all

objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) objections must be postmarked on or before the Response Deadline.

G. **Challenges to Participating Member Payment Calculations.** Each Notice Packet mailed to a Class Member or Aggrieved Employee shall disclose the amount of the Class Member's or Aggrieved Employee's estimated Participation Payment as well as all of the information that was used from Defendants' records in order to calculate the Participating Member Payment, including the number of Class Workweeks during the Class Period and PAGA Workweeks during the PAGA Period. Class Members and Aggrieved Employees will have the opportunity, should they disagree with Defendants' records regarding the number of Class Workweeks or PAGA Workweeks stated in their Notice Packet to challenge the data provided. In order to challenge Defendants' data, the Class Member or Aggrieved Employee must provide documentation and/or an explanation demonstrating that Defendants' data is incorrect and evidencing the correct number of Class Workweeks or PAGA Workweeks that the Class Member or Aggrieved Employee believes they should have been credited with and/or evidence of the correct date their employment ended. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. The Settlement Administrator shall provide a copy of the challenge and any supporting documentation to counsel for the Parties within five (5) days of receipt.

H. **Dispute Resolution.** The Settlement Administrator shall have the responsibility of resolving all disputes that arise during the settlement administration process, including, without limitation, disputes (if any) regarding the calculation of Class Member's or Aggrieved Employee's Participating Member Payment, the allocation of W-2 wages, and the number of Class Workweeks and PAGA Workweeks. Where the information submitted by Defendants from its records differ from the information submitted by the Class Member or Aggrieved Employee, the Settlement Administrator shall request a conference call between the Settlement Administrator, Class Counsel, and defense counsel to discuss and resolve the dispute. In advance of the conference call, the Settlement Administrator shall email copies of all available information to all counsel. After consulting with the Parties to determine whether an adjustment is warranted, the Settlement Administrator will finally determine the eligibility for and amount of any Participating Member Payment. Such determination shall be binding upon the Class Member, Aggrieved Employee, and the Parties.

7. **Final Approval Process.** Following preliminary approval and the close of Response Deadline under this Settlement Agreement, Plaintiffs shall apply to the Court for entry of an Order:

A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;

B. Approving Plaintiffs' application for Settlement Administrator's fees and expenses, Plaintiff's Enhancement Payment, General Release Payments, Class Counsel's attorneys' fees, Class Counsel's costs and expenses, and the PAGA Payment; and

C. Entering judgment pursuant to FRCP Rule 58.

8. **Non-Admission.** Defendants deny that they have engaged in any unlawful activity, that they have failed to comply with the law in any respect, that it has any liability to anyone under the claims asserted in the Lawsuit, and that but for this settlement a class should not be certified in this Lawsuit. Nothing in this Settlement Agreement is intended or shall be construed as an admission of liability or wrongdoing by Defendants. Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this settlement. The Parties have entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.
9. **Amendments or Modifications.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by the Parties or their representatives, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.
10. **Defendants' Right to Void.** If 5 or more members of the Class timely submit opt-out requests, Defendants shall have the right (but not the obligation) to void this Settlement at any time before Final Approval. The Parties shall not encourage anyone to opt-out of the Settlement. If Defendants exercise this right and if any settlement administration costs are due and payable, Defendants agree that it will be solely responsible for paying the outstanding settlement administration costs.
11. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery or by e-mail at the addresses of the Parties' representatives set forth below, or such other addresses as the Parties may designate in writing from time to time:

if to Defendants:

John T. Egley, Esq.
Chris C. Scheithauer, Esq.
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OR

Daniel J. Brown, Esq.
Ethan C. Surls, Esq.
STANSBURY BROWN LAW, PC
2610 ½ Abbot Kinney Blvd.
Venice, CA 90291
dbrown@stansburybrownlaw.com
esurls@stansburybrownlaw.com

12. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof. In the event that any Party shall move to enforce the provisions of this Settlement Agreement, the prevailing party shall be entitled to recover their or its expenses, including reasonable attorneys' fees, in addition to any other relief to which the Party is found entitled.
13. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.
14. **Failure to Obtain Final Approval.** If the court fails to grant either preliminary or final approval, the Parties shall be restored to their positions at the time of the execution of this memorandum, with the exception that if any settlement administration costs are due and payable, Plaintiffs and Defendants agree to split those costs evenly (50% from Plaintiffs; 50% from Defendants).

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

[SIGNATURES ON FOLLOWING PAGE]

EXECUTION BY PARTIES AND COUNSEL

Date: 6/29/2023

Date: _____

Date: _____

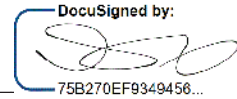
Date: _____

Date: _____

Approved as to form:
Date: _____

Date: _____

Date: _____

DocuSigned by:

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Severo John Hernandez, Plaintiff

Umeet Nand, Plaintiff

Kristofer Barr, Plaintiff

Caleb Christensen, on behalf of
Defendant Christensen Brothers General
Engineering, Inc.

Caleb Christensen, Defendant

CALL & JENSEN, APC

John T. Egley, Esq.
Chris C. Scheithauer, Esq.
Counsel for Defendants

VERUM LAW GROUP, APC

Sam Kim, Esq.
Yoonis Han, Esq.
Counsel for Plaintiffs and the Class

STANSBURY BROWN LAW, PC

Daniel J. Brown, Esq.
Ethan C Surls, Esq.
Counsel for Plaintiffs Severo John
Hernandez, Kristofer Barr, and the Class

EXECUTION BY PARTIES AND COUNSEL

Date: _____

Severo John Hernandez, Plaintiff

Date: 6/29/2023

Umeet Nand, Plaintiff

Date: _____

Kristofer Barr, Plaintiff

Date: _____

Caleb Christensen, on behalf of
Defendant Christensen Brothers General
Engineering, Inc.

Date: _____

Caleb Christensen, Defendant

Approved as to form:
Date: _____

CALL & JENSEN, APC

John T. Egley, Esq.
Chris C. Scheithauer, Esq.
Counsel for Defendants

Date: _____

VERUM LAW GROUP, APC

Sam Kim, Esq.
Yoonis Han, Esq.
Counsel for Plaintiffs and the Class

Date: _____

STANSBURY BROWN LAW, PC

Daniel J. Brown, Esq.
Ethan C Surls, Esq.
Counsel for Plaintiffs Severo John
Hernandez, Kristofer Barr, and the Class

EXECUTION BY PARTIES AND COUNSEL

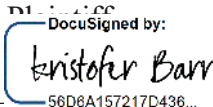
Date: _____

Severo John Hernandez, Plaintiff

Date: _____

Umeet Nand, _____

Date: 6/29/2023

DocuSigned by:

56D8A157217D436...
Kristofer Barr, Plaintiff

Date: _____

Caleb Christensen, on behalf of
Defendant Christensen Brothers General
Engineering, Inc.

Date: _____

Caleb Christensen, Defendant

Approved as to form:
Date: _____

CALL & JENSEN, APC

John T. Egley, Esq.
Chris C. Scheithauer, Esq.
Counsel for Defendants

Date: 6/30/2023

VERUM LAW GROUP, APC


Sam Kim, Esq.
Yoonis Han, Esq.
Counsel for Plaintiffs and the Class

Date: June 30, 2023

STANSBURY BROWN LAW, PC


Daniel J. Brown, Esq.
Ethan C Surls, Esq.
Counsel for Plaintiffs Severo John
Hernandez, Kristofer Barr, and the Class

EXECUTION BY PARTIES AND COUNSEL

Date: _____

Severo John Hernandez, Plaintiff

Date: _____

Umeet Nand, Plaintiff

Date: _____

Kristofer Barr, Plaintiff

Date: 6/27/2023

Caleb Christensen
Caleb Christensen, on behalf of
Defendant Christensen Brothers General
Engineering, Inc.

Date: 6/27/2023

Caleb Christensen
Caleb Christensen, Defendant

Approved as to form:

Date: 6/30/2023

CALL & JENSEN, APC



John T. Egley, Esq.
Chris C. Scheithauer, Esq.
Counsel for Defendants

Date: _____

VERUM LAW GROUP, APC

Sam Kim, Esq.
Yoonis Han, Esq.
Counsel for Plaintiffs and the Class

Date: _____

STANSBURY BROWN LAW, PC

Daniel J. Brown, Esq.
Ethan C Surls, Esq.
Counsel for Plaintiffs Severo John
Hernandez, Kristofer Barr, and the Class