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**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ALAMEDA**

JASON TAAD an individual, on
behalf of himself and on behalf of all persons
similarly situated Plaintiff,

vs.

BIGGE CRANE AND RIGGING CO., a
California Corporation; and DOES 1 through 50,
inclusive

Defendants,

Case No.: RG21103112
[Consolidated with Case No. RG21103123]

**DECLARATION OF MADELY NAVA OF
APEX CLASS ACTION, LLC, IN SUPPORT
OF MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: October 10, 2024
Time: 3:30 p.m.
Dept.: 17
Judge: Hon. Frank Roesch

1 I, Madely Nava, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a Case Manager
3 for Apex Class Action, LLC, (hereinafter referred to as “Apex”), the professional settlement services
4 provider who has been retained by the Parties’ Counsel and subsequently appointed by the Court to
5 serve as the Administrator for the above captioned *Taad v. Bigge Crane and Rigging Co* matter. On
6 behalf of both Apex and myself, I possess the authority to issue this declaration. I am personally
7 acquainted with the information contained herein, and in the event of being summoned to provide
8 testimony, I am fully capable and willing to provide competent testimony regarding these facts.

9 2. Apex Class Action’s team has been directly involved with class action administration for a
10 combined 15 years and has successfully managed numerous class action cases during that time. Our team
11 comprises experienced professionals with extensive knowledge of class action settlement administration.
12 In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-
13 scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the
14 administration process are executed accurately and efficiently.

15 3. Apex was engaged by the Parties’ Counsel and subsequently approved and appointed by the
16 Court to provide notification services and claims administration, pursuant to the terms of the Settlement,
17 in the above-referenced Action. The responsibilities undertaken thus far, as well as those to be fulfilled
18 following the granting of Final Approval of the Settlement, include: (a) printing and mailing the *Court*
19 *Approved Notice Of Class Action Settlement And Hearing Date For Final Court Approval*, (referred to
20 as “Class Notice Packet”); (b) receiving and processing requests for exclusion; (c) resolving disputes
21 among Class Members regarding the number of workweeks recorded by Defendants during the Class
22 Period, as stated on their individualized Class Notice.; (d) calculating individual settlement award
23 amounts; (e) processing and mailing settlement award checks; (f) handling tax withholdings as required
24 by the Settlement and the law; (g) preparing, issuing and filing tax returns and other applicable tax forms;
25 (h) managing the distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i)
26 undertaking additional tasks as mutually agreed upon by the Parties or as ordered by the Court for Apex
27 to perform.

1 4. On May 31, 2024, Counsel for the Plaintiff provided Apex with the Court-approved content for
2 the Class Notice Packet. Apex then generated a draft of the formatted Class Notice Packet, which
3 received approval from the Parties' Counsel before being mailed.

4 5. On June 14, 2024, Counsel for the Defendants provided Apex with the class data file, comprising
5 the names, social security numbers, last known mailing addresses, and the total number of relevant
6 workweeks worked by each Class Member. The initial data file contained 222 individuals. Subsequently,
7 an additional 23 class members were identified and added to the class list, increasing the total to 245
8 individuals. This updated class list was used for subsequent mailings. The data file was successfully
9 uploaded to our database, where it underwent a thorough review to identify any duplicates or potential
10 inconsistencies.

11 6. In preparation for the mailing process, all 245 names and addresses listed in the updated Class
12 List underwent verification and updating against the National Change of Address (NCOA) database
13 maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the
14 accuracy and validity of the Class Members' mailing addresses before sending out the Class Notice
15 Packet. The NCOA database contains records of requested address changes submitted to the USPS. If
16 an updated address was found in the NCOA database, it was utilized for the mailing of the Class Notice
17 Packet. However, in cases where no updated address was found in the NCOA database, the original
18 address provided by Counsel for Defendants was used for the mailing of the Class Notice Packet.

19 7. On June 28, 2024, Apex mailed the Class Notice Packet to the original 222 class members using
20 U.S. First Class Mail. After identifying the additional 23 class members, Apex conducted a second
21 mailing on July 18, 2024, for these individuals, ensuring they received the same Class Notice Packet as
22 the original recipients.

23 8. As of the date of this declaration, our office has received 11 returned Class Notice Packets as
24 undeliverable. Apex conducted a computerized skip trace on the 11 returned Class Notice Packets in
25 order to acquire updated addresses for the purpose of re-mailing the Class Notice Packet. This skip trace
26 effort resulted in obtaining 10 updated addresses, to which we promptly re-mailed the Class Notice
27 Packets via U.S First Class Mail.

1 9. As of the date of this declaration, there have been 10 Class Notice Packets re-mailed as a result
2 of Apex's skip-tracing efforts.

3 10. As of the date of this declaration, 1 Class Notice Packet has been considered undeliverable as no
4 updated address was found despite conducting skip tracing.

5 11. As of the date of this declaration, Apex has not received any requests for exclusion. The deadline
6 for submitting a request for exclusion from the Settlement was August 27, 2024, for the initial 222 class
7 members and September 16, 2024, for the additional 23 class members.

8 12. As of the date of this declaration, Apex has not received any objections to the Settlement. The
9 deadline for submitting a written objection to the Settlement was August 27, 2024, for the initial 222
10 class members and September 16, 2024, for the additional 23 class members.

11 13. As of the date of this declaration, Apex will report 245 Participating Class Members, constituting
12 100% of the total 245 Class Members.

13 14. The total number of workweeks worked by Participating Class Members during the Class Period
14 is 28,952.57. The Net Settlement Amount available to Participating Class Members is estimated to be
15 \$384,777.00 and was calculated by subtracting the requested attorneys' fees (\$258,333.00), the amount
16 requested for litigation costs and expenses (\$30,000.00), the requested Class Representative Service
17 Payment (\$15,000.00), the requested Settlement Administration Costs (\$6,890.00), and the PAGA
18 Penalties payment (\$80,000.00) from the Gross Settlement Amount (\$775,000.00).

19 15. The *highest* Individual Class Payment to a Participating Class Member is currently estimated to
20 be approximately \$4,733.11, the *average* Individual Class Payment is currently estimated to be
21 approximately \$1,570.52, and the *lowest* Individual Class Payment is currently estimated to be
22 approximately \$3.80. These amounts are subject to employee-side tax and withholdings.

23 16. Pursuant to the Agreement, 25% of the PAGA Payment (\$20,000.00) will be allocated to
24 Aggrieved Employees regardless of whether they opt out of the class settlement. Aggrieved Employees
25 cannot opt out of the PAGA settlement. There are 157 Aggrieved Employees who worked a total of
26 10,655.00 weeks during the PAGA Period.

1 17. The *highest* Individual PAGA Payment to an Aggrieved Employee is approximately \$409.73,
2 the *average* Individual PAGA Payment is approximately \$127.39, and the *lowest* Individual PAGA
3 Payment is approximately \$0.54.

4 18. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred
5 and anticipated expenses, amount to \$6,890.00. Apex will proceed with additional tasks related to this
6 matter, such as calculating settlement award payments, issuing and mailing settlement award checks,
7 handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed
8 upon by the Parties or ordered by the Court for Apex to undertake.

9 I declare under penalty of perjury under the laws of the State of California and the United States
10 that the foregoing is true and correct, and that this Declaration was executed this 18th day of September
11 2024, in Irvine, California.

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15 MADELY NAVA
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Exhibit A

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT
AND HEARING DATE FOR FINAL COURT APPROVAL**

Taad v. Bigge Crane and Rigging Co,
**Superior Court of the State of California, County of Alameda, Case No. RG21103112
(Consolidated with Case No. RG21103123)**

*The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.*

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE READ THIS
NOTICE CAREFULLY.**

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant Bigge Crane and Rigging Co. (“Defendant”) for alleged wage and hour violations. The Action was filed by Plaintiff Jason Taad (“Plaintiff”) and seeks payment of (1) wages and other relief on behalf of all individuals who are or previously were employed by Defendant who were classified as a non-exempt employee and worked for Defendant as a Teamsters member or a non-union employee in the State of California at any time during the Class Period (June 29, 2017 through April 25, 2024) (“Class Members”), and (2) penalties and other relief on behalf of all individuals who are or previously were employed by Defendant who were classified as a non-exempt employee and worked for Defendant as a Teamsters member or a non-union employee in the State of California at any time during the PAGA Period (February 19, 2020 through April 25, 2024) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments to Class Members, and (2) a PAGA Settlement requiring Defendant to fund the PAGA Penalties to pay penalties to the California Labor and Workforce Development Agency (“LWDA”) and to Aggrieved Employees.

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$«Est_Class_PMT» (less withholding), and your share of the PAGA Penalties is estimated to \$«Est_PAGA_PMT».** The actual amount you may receive likely will be different and will depend on a number of factors. (If \$0.00 is stated, then according to Defendant’s records you are not eligible for that payment.)

The above estimates are based on Defendant’s records showing that **you worked «Class_Weeks» workweeks** during the Class Period and **you worked «PAGA_Weeks» pay periods** during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 5 of this Notice below.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment, and/or a share of the PAGA Penalties. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against Defendant as described below in Section 4 below.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment, however you will preserve your right to personally pursue Class Period wage claims against Defendant. If you are an Aggrieved Employee, you remain eligible for a share of the PAGA Penalties. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and a share of the PAGA Penalties (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is August 27, 2024.	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Notice. However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are also an Aggrieved Employee and exclude yourself, you will still be paid your share of the PAGA Penalties and will remain subject to the release of the Released PAGA Claims regardless of whether you submit a request for exclusion.
Participating Class Members Can Object to the Class Settlement Written Objections Must be Submitted by the Response Deadline August 27, 2024	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You can object to the Settlement and/or the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 8 of this Notice.
You Can Participate in the October 10, 2024, Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on October 10, 2024, at 3:30 p.m., at the Alameda County Superior Court, in Department 17 before Judge Frank Roesch. This hearing may change as explained below in Section 9. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice
You Can Challenge the Calculation of Your Workweeks / Pay Periods Written Challenges Must be Submitted by the Response Deadline (August 27, 2024)	The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The amount of your share of the PAGA Penalties (if any) depends on how many pay periods you worked at least one day during the PAGA Period. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by August 27, 2024. See Section 5 of this Notice

1. What is action about?

Plaintiff Jason Taad was an employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay minimum wages, failing to pay overtime wages, failing to provide required meal periods and unpaid premiums, failing to provide required rest periods and unpaid premiums, failing to provide accurate itemized wage statements, failing to provide required expense reimbursement, failing to provide wages when due, and engaging in unfair competition. Plaintiff also seeks civil penalties under the Private Attorneys General Act ("PAGA"). The First Amended Consolidated Class and Representative Action Complaint, filed April 8, 2024, is the Operative Complaint in the Action.

Defendant denies that is has done anything wrong and disputes all the claims in the Action.

2. What does it mean that the action has settled?

So far, the Court has made no determination whether Defendant or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed

claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Seven Hundred Seventy-Five Thousand Dollars (\$775,000) (the “Gross Settlement Amount”) to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, the Administration Expenses Payment, and the PAGA Penalties for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant. Defendant shall fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant’s share of payroll taxes, by transmitting the funds to the Administrator no later than 14 days after the Effective Date. The “Effective Date” means the date when the Judgment is no longer subject to appeal. Within 14 days after Defendant fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments to Participating Class Members.

Court Approved Deductions from Gross Settlement Amount. The proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of Individual Class Payments are made to Class Members who do not request exclusion (“Participating Class Members”). At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- **Administration Expenses Payment.** Payment to the Administrator, estimated not to exceed \$8,000, for expenses, including expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.
- **Attorneys’ Fees and Costs.** Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$258,333, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$30,000. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- **Class Representative Service Payment.** A Class Representative Service Payment in an amount not more than \$15,000 to the Plaintiff as a service award, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook. The amount stated is what Plaintiff will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- **PAGA Penalties.** A payment of \$80,000 relating to Plaintiff’s claim under PAGA, \$60,000 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA”). The remaining \$20,000 will be distributed to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$20,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period, which is February 19, 2020, through April 25, 2024.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys’ Fees and Costs, the Class Representative Service Payment, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the “Net Settlement Amount”, shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$383,667.00. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount

by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day. The number of Workweeks will be based on Defendant's records; however, Class Members may challenge the number of Workweeks as explained below.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty Percent (20%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Eighty Percent (80%) of each Participating Class Member's Individual Class Payment is in settlement of claims for non-wages, expense reimbursement, interest and penalties allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members.

Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement and your receipt of the Individual Class Payment is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the funds represented by such checks to charities, which are currently proposed to be The Operating Engineers Local #3 Scholarship Fund and The Cypress Mandela Training Center.

Administrator. The Court has appointed a neutral company, Apex Class Action, LLC (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

4. What Do I Release Under the Settlement?

Released Class Claims. As of the Effective Date and upon full finding of the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The "Released Class Claims" are all claims that were alleged, or reasonably could have been alleged, based facts stated in the Operative Complaint which occurred during the Class Period during employment as a non-exempt employee who worked for Defendant as a Teamsters member or a non-union employee in the State of California. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, claims based on facts occurring outside the Class Period, and Plaintiff's individual retaliation claim alleged as the eighth cause of action in the Class Action.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant and any other Released Party about the Released Class Claims resolved by this Settlement. It also means that all of the Court's orders in the Action will apply to you and legally bind you.

Released PAGA Claims. Effective on the date when Defendant fully fund the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, in his capacity as private attorney general, and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based

on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period during employment as a non-exempt employee who worked for Defendant as a Teamsters member or a non-union employee in the State of California. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period.

Released Parties. The Released Parties are: Defendant and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns and subsidiaries.

5. How much will my payment be?

Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

Defendant's records reflect that you worked «Class_Weeks» Workweeks during the Class Period (June 29, 2017 through April 25, 2024).

Based on this information, your estimated Individual Class Payment from the Net Settlement Amount is \$«Est_Class_PMT».

Defendant's records reflect that you worked «PAGA_Weeks» PAGA Pay Periods during the during the PAGA Period (February 19, 2020, through April 25, 2024). Based on this information your estimated Individual PAGA Payment is \$«Est_PAGA_PMT».

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is August 27, 2024. You may also fax the dispute to (949) 878-3536 or email the dispute to claims@apexclassaction.com by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment will be mailed automatically to the same address as this Class Notice.

Your check will be sent to the same address as this Class Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Class Notice has the Administrator's contact information.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Class portion of the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendant for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Penalties and will remain subject to the release of the Released PAGA Claims regardless of whether they submit a request for exclusion.

To opt out, you must submit to the Administrator a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is August 27, 2024. You may also fax your request to opt out to (949) 878-3536 or email the dispute to claims@apexclassaction.com by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Taad v. Bigge Crane and Rigging* lawsuit. The request to opt-out should state the Class Member's full name, address and email address or telephone number. Please include the name and number of the case, which is *Taad v. Bigge Crane and Rigging*, Case No. RG21103112. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is Apex Class Action, LLC P.O. Box 54668, Irvine, CA 92619. Written requests for exclusion that are postmarked after August 27, 2024, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I Object to the Settlement?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least sixteen (16) court days before the Final Approval Hearing, scheduled for October 10, 2024, Class Counsel and Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and the amounts Class Counsel is requesting for attorneys' fees and litigation expenses and Plaintiff is requesting as Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on the Court's website (<https://portal.alameda.courts.ca.gov/>) and entering the Case No. RG21103112.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The Response Deadline for sending written objections to the Administrator is August 27, 2024.** You may also fax the dispute to (949) 878-3536 or email the dispute to claims@apexclassaction.com by no later than this Response Deadline. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Taad v. Bigge Crane and Rigging*, Case No. RG21103112, and include your name, current address, email or telephone number, and approximate dates of employment for Defendant and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: Apex Class Action, LLC
Email Address: claims@apexclassaction.com
Mailing Address: P.O. Box 54668, Irvine, CA 92619
Telephone Number: (800) 355-0700
Fax Number: (949) 878-3536

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. You also have the option to appear at the hearing remotely. Instructions on how to do so are available on the Court's website at <http://www.alameda.courts.ca.gov/>. Check the Court's website for the most current information. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing. The addresses for Class counsel is as follows:

CLASS COUNSEL:

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik DeBlouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: kyle@bamlawca.com

9. Can I Attend the Final Approval Hearing?

You can, but don't have to, attend the Final Approval Hearing at 3:30 p.m. (Pacific Standard Time) on October 10, 2024, in Department 17 of the Superior Court of California, County of Alameda, at 1221 Oak Street, Oakland, CA 94612, before Judge Frank Roesch. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as a service payment to Plaintiff. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing remotely or in person. Check the Court's website for the most current information concerning appearances and procedures at the Court - - <http://www.alameda.courts.ca.gov/>. For assistance in making an appearance at the Final Approval Hearing, please contact Class Counsel.

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Taad v. Bigge Crane and Rigging*. In addition, hearing dates are posted on the Internet via the eCourt Public Portal for the California Superior Court for the County of Alameda (<https://eportal.alameda.courts.ca.gov/>) and entering the Case No. RG21103112.

10. How Can I Get More Information?

You may call the Administrator at (800) 355-0700 or write to *Taad v. Bigge Crane and Rigging* Administrator, c/o Apex Class Action, LLC, P.O. Box 54668, Irvine, CA 92619.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service award, the motion for final approval or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Taad v. Bigge Crane and Rigging*. You may get more details by examining the Court's file on the Internet via the eCourt Public Portal for the California Superior Court for the County of Alameda (<https://eportal.alameda.courts.ca.gov/>) and entering the Case No. RG21103112. If you wish to view the Court files in person, you do so at the Clerk's Office at the Rene C. Davidson Courthouse, 1225 Fallon Street, Oakland, California 94612.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Fail to Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such events, the Administrator shall direct all unclaimed funds to be paid to cy pres beneficiaries, which are currently proposed to be The Operating Engineers Local #3 Scholarship Fund and The Cypress Mandela Training Center.
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.