

PAGA SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release (“Settlement” or “PAGA Settlement” or “PAGA Settlement Agreement” or “Agreement”) is made and entered into by and between Plaintiff Erick Torres (“Plaintiff”) as a private attorney general on behalf of the State of California pursuant to Labor Code section 2698 *et seq.*, the Private Attorneys General Act (“PAGA”) on the one hand, and Defendant Bechtel Infrastructure & Power Construction Services, Inc. (“Bechtel” or “Defendant”), on the other hand. Plaintiff and Defendant are collectively referred to herein as “the Parties.”

This Settlement shall be binding on Plaintiff, the State of California, and the Aggrieved Employees Plaintiff represents (as defined below) and on Defendant, subject to the terms and conditions hereof and the approval of the Court and entry of final judgment in this case and the occurrence of the Effective Date (as defined below).

1. DEFINITIONS

1.1 **“Action”** means the PAGA-only case entitled *Erick Torres v. Bechtel Infrastructure and Power Construction Services, Inc.*, CIV SB 2134046, filed on November 23, 2021, in the Superior Court of the State of California County of San Bernardino.

1.2 **“Administrator”** means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 **“Administration Expenses Payment”** means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.

1.4 **“Aggrieved Employee”** means all current and former non-exempt employees who worked at Bechtel in California at any time from September 16, 2020, through the date that

the Court enters a judgment in the PAGA action in accordance with the material terms of this Agreement. Defendant estimates that there are approximately 175 Aggrieved Employees.

1.5 **“Aggrieved Employee Data”** means Aggrieved-Employee identifying information in Bechtel’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, hire dates, termination dates (as applicable) and re-hire dates (as applicable).

1.6 **“Aggrieved Employee Address Search”** means the Administrator’s investigation and search for current Aggrieved Employees’ mailing addresses using all the National Change of Address database.

1.7 **“Bechtel” or “Defendant”** means Bechtel Infrastructure & Power Construction Services, Inc., the defendant in the Action.

1.8 **“Court”** means the Superior Court of California, County of San Bernardino.

1.9 **“Defense Counsel”** means Malcolm A. Heinicke and David W. Moreshead of Munger, Tolles & Olson, LLP.

1.10 **“Effective Date”** means the date by when both of the following have occurred: (a) the Court enters a Judgment approving the PAGA Settlement; and (b) the Judgment is Final.

1.11 **“Final”** means the point at which the Judgment has become final and irreversible because either: (i) no appeal has been taken from the Judgment within 60 days of its entry; or (ii) an appeal or other review proceeding of the Judgment having been commenced, such appeal or other review is finally concluded and is no longer subject to review, whether by direct appeal, writ of certiorari, motion for reconsideration, or otherwise, and such appeal or other review has been finally resolved in a manner that materially affirms the Judgment. Notwithstanding the foregoing, any proceeding or order, or any appeal or petition for a writ pertaining solely to the award of attorneys’ fees or costs shall not, by itself, in any way delay or preclude the Judgment from becoming Final.

1.12 **“Gross Settlement Amount”** means Four Hundred Forty-Seven Thousand Five Hundred and 00/100 United States dollars (\$447,500.00), which is the total maximum, gross amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8.2 below. The Gross Settlement Amount will be used to pay the LWDA PAGA Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, the Administrator’s Expenses Payment, the PAGA Service Payment, and Individual PAGA payments to Aggrieved Employees.

1.13 **“Individual PAGA Payment”** means each Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.14 **“Judgment”** means the judgment to be entered by the Court pursuant to this Agreement in the same or substantially the same manner as set forth in Exhibit A, approving the Settlement and entering the associated judgment in this matter.

1.15 **“LWDA”** means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.16 **“LWDA PAGA Payment”** means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.17 **“Net Settlement Amount”** means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, the Administration Expenses Payment, and the PAGA Service Payment. The Net Settlement Amount is equal to the total of all Individual PAGA Payments and the LWDA PAGA Payment, and thus the Net Settlement Amount is equal the amount of the PAGA Penalties.

1.18 **“Operative Complaint”** means the Representative Complaint filed in this Action on November 23, 2021.

1.19 **“PAGA Counsel”** means Christina M. Lucio and Paul A. Brown of Farnaes & Lucio, APC and James R. Hawkins of James Hawkins APLC, collectively. The term “PAGA Counsel” shall be used synonymously with the term “Plaintiff’s Counsel.”

1.20 **“PAGA Counsel Fees Payment”** and **“PAGA Counsel Litigation Expenses Payment”** mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute this Action.

1.21 **“PAGA Pay Period”** or **“Pay Period”** means any pay period during the PAGA Period which an Aggrieved Employee worked for Defendant in California at least one (1) day during the PAGA Period, based on hire dates, termination dates (if applicable) and re-hire dates (if applicable).

1.22 **“PAGA Period”** means the period from September 16, 2020, through the date that the Court enters a judgment in the PAGA action in accordance with the material terms of this Agreement, unless extended pursuant to Paragraph 8.2.

1.23 **“PAGA”** means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

1.24 **“PAGA Notices”** means Plaintiff’s letters to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a). Plaintiff filed these PAGA Notices on September 16, 2021, September 22, 2021, and November 22, 2021.

1.25 **“PAGA Penalties”** means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount, allocated 25% to the Aggrieved Employees (the sum of all Individual PAGA Payments) and the 75% to LWDA in settlement of PAGA claims (LWDA PAGA Payment).

1.26 **“PAGA Representative Service Payment”** means the payment to Plaintiff Erick Torres for providing services in support of this Action.

1.27 **“Plaintiff”** means Erick Torres, the plaintiff in the Action.

1.28 **“Released PAGA Claims”** means the claims being released by the Plaintiffs, all of the Aggrieved Employees, the State of California, and PAGA Counsel as described in Paragraph 5 below.

1.29 **“Released Parties”** means Defendant and its predecessors and successors, corporate parents, corporate subsidiaries, corporate affiliates (including, without limitation, Bechtel Corporation, Bechtel Power Corporation, Bechtel Global Corporation, Bechtel Energy, Inc., and Bechtel National, Inc.) and all of its and those entities’ former and present directors, officers, employees, managing agents, shareholders, owners, members, attorneys, consultants, accountants, insurers, reinsurers, predecessors, successors, and assigns.

1.30 **“Settlement Notice”** means the letter to be sent by the Administrator with each Individual PAGA Payment to each Aggrieved Employee, in the same or substantially the same form as Exhibit B.

2. RECITALS

2.1 Plaintiff began working for Bechtel on or around April 23, 2018, as a Tower Climber, which is a craft (or manual) position, within Bechtel’s California market. Plaintiff’s job required him to climb power poles and perform manual work at the top of the pole. Plaintiff’s employment ended in or about May 2021.

2.2 Bechtel maintained different California project locations employing several types of individuals. The potentially aggrieved employees Plaintiff seeks to represent are employees spanning sixteen different positions, including Tower Climbers, Crew Leaders, Civil Crewman, Electric (or RF) Technicians, Administrative Assistants, Field Coordinators, Foremen, Wireless Field Technicians, Leadmen, Warehouse Employees, and Safety Specialists. The vast majority of the potentially aggrieved employees Plaintiff seeks to represent were craft employees who worked in small crews at varying worksites throughout California.

2.3 On September 16, 2021, Plaintiff sent his first notice to the Labor and Workforce Development Agency (“LWDA”) of his intent to pursue a representative PAGA action, on behalf of himself and the State of California as well as on behalf of other potentially aggrieved employees.

2.4 On September 17, 2021, Plaintiff filed a putative class action against Defendant seeking damages for various Labor Code and Wage Order violations and for an unfair competition law violation. The case is entitled *Erick Torres v. Bechtel Infrastructure and Power Construction Services, Inc.*, CIV SB 2126754, Superior Court of the State of California County of San Bernardino.

2.5 On September 22, 2021, Plaintiff sent supplemental notice to the LWDA to add additional allegations and violations through a representative PAGA action, on behalf of himself and the State of California as well as on behalf of other potentially aggrieved employees.

2.6 On November 22, 2021, Plaintiff filed an amended notice to the LWDA to add additional allegations and violations, including violations of Labor Code section 6300 *et seq.* and section 3395, through a representative PAGA action, on behalf of himself and the State of California as well as on behalf of other potentially aggrieved employees.

2.7 On November 23, 2021, Plaintiff filed this Action, a representative complaint seeking only civil penalties under PAGA against Defendant for failure to: (1) pay minimum wages; (2) pay overtime wages; (3) provide lawful meal periods; (4) authorize and permit lawful rest periods; (5) timely pay wages owed at separation; (6) comply with itemized employee wage statement provisions; (7) reimburse necessary expenses; (8) record and pay sick leave; and (9) keep accurate records. (See Labor Code §§ 201–204, 218.5, 218.6, 221–224, 226, 226.3, 226.7, 246, 510, 512, 516, 558, 1174, 1194, 1194.2, 1195, 1197, 1198, 2802, and applicable IWC California Wage Orders and California Code of Regulations, Title 8, §§ 11000 *et seq.*) Plaintiff also sought all penalties and sums available under Labor Code section 2698 *et seq.*, attorneys’ fees, and costs. The case is entitled *Erick Torres v. Bechtel Infrastructure and Power*

Construction Services, Inc., CIV SB 2134046, Superior Court of the State of California County of San Bernardino.

2.8 On March 24, 2022, the Court entered an order in Case No. CIV SB 2126754 granting Defendant's request for dismissal of class action allegations pursuant to CRC 3.770 without prejudice and dismissal of individual Labor Code and unfair competition claims without prejudice.

2.9 On June 14, 2023, pursuant to the Parties' joint stipulation, the Court compelled Plaintiff's PAGA claim to individual arbitration and stayed the representative PAGA claim pending the outcome of the arbitration.

2.10 On November 9, 2023, Plaintiff and Defendant commenced arbitration on Plaintiff's individual claims, including individual Labor Code and PAGA claims. The arbitration is entitled *Erick Torres v. Bechtel Infrastructure and Power Construction Services, Inc.*, JAMS Case No. 5230000245. In connection with this Settlement and the separate settlement agreement encompassing Plaintiff's claims, Plaintiff will dismiss this individual arbitration with prejudice to Plaintiff's individual claims.

2.11 On August 6, 2024, the Parties attended an all-day mediation with experienced wage-and-hour mediator Hon. Joan M. Lewis (Ret.) to try and fully resolve the PAGA-only claims in Case No. CIV SB 2134046 and Plaintiff Erick Torres' individual Labor Code claims in JAMS Case No. 5230000245. At the mediation, and with significant assistance from the mediator, the Parties reached an agreement. Following the mediation, the Parties reached an agreement as to the primary terms of the settlement through a Memorandum of Understanding. The final terms of the agreement are memorialized in this Settlement document.

2.12 In advance of the mediation, the Parties engaged in informal discovery including the production by Defendant of, among other things, the following: (1) time records, pay records, and sample wage statements for Plaintiff and a sampling of Aggrieved Employees; (2) Bechtel's

Handbooks, policies, procedures, and other documentation pertaining to the claims at issue; and (3) the number of potentially aggrieved employees and the number of pay periods at issue.

Based on these records and in consultation with their expert consultant, Plaintiff's counsel was able to extrapolate all pertinent data through the date of mediation, including the approximate number of shifts worked, the possible number of Labor Code violations, including without limitation the possible number of meal period violations, the possible number of rest period violations, the number of aggrieved employees eligible for wage statement penalties and waiting time penalties, among others.

2.13 In addition to and separate from this PAGA Settlement Agreement, Plaintiff Torres has separately agreed to execute a general release of all known and unknown claims he may have against Bechtel arising out of his employment (the "Individual Settlement Agreement").

3. MONETARY TERMS

3.1 **Gross Settlement Amount.** Except as otherwise provided by Paragraph 8.2 below, Defendant promises to pay Four Hundred Thousand and Ninety-Five and 00/100 United States dollars (\$447,500.00) and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement and unless and until the Effective Date of the Settlement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2 **Payments from the Gross Settlement Amount.** The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Judgment:

3.2.1 **To Plaintiff Erick Torres:** PAGA Representative Service Payment to Plaintiff Torres of \$2,500.00. If the Court approves a PAGA Representative Service Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the PAGA Representative Service Payment using IRS Form 1099. Plaintiff Torres assumes full responsibility and liability for any taxes owed on the PAGA Representative Service Payment.

3.2.2 **To PAGA Counsel:** A PAGA Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$149,166.67, as well as PAGA Counsel Litigation Expenses Payment of not more than \$25,000. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel arising from any claim to any portion of any PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. The allocation as between PAGA Counsel of the amounts awarded for the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment shall be the sole

responsibility of PAGA Counsel, who shall provide written instruction to the administrator and Defendant on the allocation before it is paid. Payment shall not be made to PAGA Counsel unless and until such written allocation, and any pertinent tax reporting documents, are provided to the administrator. PAGA Counsel assume full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Released Parties harmless, and indemnifies Released Parties, from any dispute or controversy regarding any division or sharing of any of these Payments, or any taxes due or claimed to be due thereon.

3.2.3 **To the Administrator:** An Administrator Expenses Payment not to exceed \$3,550.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$3,550.00, the Administrator will allocate the remainder to the Net Settlement Amount.

3.2.4 **To the LWDA and Aggrieved Employees:** PAGA Penalties in the estimated amount of approximately \$267,283.33 to be paid from the Gross Settlement Amount, with (a) 75% allocated to the LWDA PAGA Payment and (b) 25% allocated to the Individual PAGA Payments, with this second amount referred to as the “Net Penalty Amount”.

3.2.5 **Net Penalty Calculation:** The Administrator will calculate each Individual PAGA Payment by (a) dividing the Net Penalty Amount 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. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. Assuming the payments to Plaintiff Erick Torres, PAGA Counsel, and the Administrator are approved in full by the Court, Defendant estimates that the average amount the Aggrieved Employees will receive as their share of the settlement distribution, assuming 175 Aggrieved Employees, is \$381.83.

4. SETTLEMENT FUNDING PAYMENTS

4.1 **Aggrieved Employee Pay Periods.** Based on a review of its records to date, Defendant presently estimates that as of August 6, 2024, there are 175 Aggrieved Employees who worked a total of 12,062 PAGA Pay Periods.

4.2 **Aggrieved Employee Data.** Within 14 days of the Effective Date, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. The Court's approval of this Settlement shall constitute authorization to share this information with the Administrator, including Social Security Numbers. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform duties under this Agreement. The Parties and their counsel will use best efforts, in good faith, to address and resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3 **Funding of Gross Settlement Amount.** Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within 7 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks or otherwise make payment for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Representative Service Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment.

4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (180 days after the date of mailing) when the check will become void. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator shall update the recipients' mailing addresses using the National Change of Address Database. Such payment checks will be sent with the Settlement Notice. It will be conclusively presumed that an Aggrieved Employee's individual settlement payment check was received if the payment check has not been returned within thirty (30) days of the original mailing of the payment check. The date of the initial mailing of the payment check shall be conclusively determined according to the records of the Administrator.

4.4.2 The Administrator shall conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without a USPS forwarding address. Within 7 days of receiving a returned check, the Administrator shall re-mail checks to the USPS forwarding address provided or to an address ascertained through an Aggrieved Employee Address Search (provided, however, that no further action shall be required if neither method yields a new mailing

address). The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, if requested by the Aggrieved Employee prior to the void date.

4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.4 The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS

On the Effective Date, all of the Aggrieved Employees, the State of California, and PAGA Counsel will release claims against all Released Parties as follows:

5.1 **Release by Plaintiff, Aggrieved Employees, the State of California, and the Labor and Workforce Development Agency.** Upon the entry of Judgment in accordance with this Settlement and payment of the Gross Settlement Amount, Plaintiff, all of the Aggrieved Employees, the State of California, and the Labor and Workforce Development Agency will fully release the Released Parties and be forever barred from pursuing against them, for the duration of the PAGA Period: (a) all claims for civil penalties or relief of any kind under PAGA that were alleged, or reasonably could have been alleged based on the facts stated in the

Operative Complaint or the PAGA Notices, including, but not limited to, all claims for or relating to (1) regular, overtime, or premium wages; (2) failure to compensate Aggrieved Employees for all hours worked; (3) failure to pay the appropriate regular rate of pay; (4) failure to comply with payroll or wage record-keeping documentation or wage statement itemization requirements; (5) failure to provide sufficient meal and/or rest periods or pay premiums in lieu thereof; (6) failure to timely pay wages due at termination or otherwise; (7) failure to furnish accurate wage statements; (8) failure to pay minimum wages; (9) failure to reimburse business or other expenses and costs; (10) failure to pay sick or vacation pay; (11) failure to provide suitable facilities for meal and rest periods; (12) failure to provide a place of employment that is safe and healthful; (13) failure to furnish and use safety devices and safeguards and adopt practices to make a place of employment safe and healthful and to protect the life, safety, and health of employees; (14) failure to implement and maintain an effective written illness prevention program; (15) requiring or permitting employees to work in a place of employment that is not safe and healthful; and (16) failure to provide, encourage, and permit recovery periods; and (b) any claims for PAGA penalties that could have been awarded pursuant to Labor Code sections 201, 201.3, 202, 203, 204, 210, 216, 218.5, 218.6, 221, 222, 223, 224, 225.5, 226, 226.3, 226.7, 227.3, 246, 256, 510, 512, 516, 558, 1174, 1174.5, 1175, 1194, 1194.2, 1195, 1197, 1197.1, 1198, 2441, 2699, 2802, 6400, 6401, 6401.7, 6402, 6403, and 3395, and applicable IWC California Wage Orders and California Code of Regulations, Title 8, §§ 11000 *et seq.*

5.2 **Release by PAGA Counsel:** PAGA Counsel and their present and former attorneys, employees, agents, successors and assigns hereby release the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint, the facts stated in the Operative Complaint or the PAGA Notices. Nothing herein precludes PAGA Counsel from seeking to enforce their rights under this Agreement.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT

The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1 **Plaintiff's Responsibilities.** Plaintiff will prepare and file, and will provide Defense Counsel at least five days to review and comment on, all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2) including (i) a draft motion for approval of the PAGA Settlement as well as the Judgment to be submitted with it per the terms of this Agreement; (ii) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve, competency, operative procedures for protecting the security of Aggrieved Employee Data, amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance, all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA, and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator.

6.2 **Responsibilities of PAGA Counsel.** To comply with the requirements of California Labor Code Section 2699(l), Plaintiff shall file this Agreement and an associated Motion to Approve PAGA Settlement (the “Approval Motion”) with the Court and shall concurrently submit this Stipulation of Settlement to the LWDA as required by PAGA. As stated above, PAGA Counsel shall ensure that Counsel for Defendant will have five days to review and comment on the draft Approval Motion, in substantially final form, prior to its being filed with the Court. Defendant shall not oppose the Approval Motion provided it comports with the terms of this Settlement.

6.3 **Duty to Cooperate.** If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

6.4 **LWDA Notice.** Labor Code section 2699(1)(3) requires notice to the LWDA of an order or judgment approving the settlement. PAGA Counsel shall submit the Judgment to the LWDA within seven days of entry.

7. SETTLEMENT ADMINISTRATION

7.1 **Selection of Administrator.** The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 **Employer Identification Number.** The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3 **Qualified Settlement Fund.** The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 **Administrator Duties.** The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES

8.1 Based on its records, Defendant has estimated that there were approximately 175 Aggrieved Employees who worked approximately 12,062 PAGA Pay Periods from September 16, 2020 to August 6, 2024.

8.2 The Parties further agree that in the event the number of PAGA Pay Periods exceeds 12,062 by more than 5.15% (meaning more than 12,700 PAGA Pay Periods (the “Mutually-Agreed Overage Amount”)), then Defendant will have the option in its sole discretion to either (i) increase the Gross Settlement Amount on a pro-rata basis to cover additional PAGA periods; or (ii) end the PAGA Period on the date that the number of PAGA Pay Periods is no more than 12,700 pay periods in which case there will be no increase to the Gross Settlement Amount.

8.3 Except for any dollar increase pursuant to this section, Defendant will not in any event pay more than the Gross Settlement Amount.

9. CONTINUING JURISDICTION OF THE COURT

9.1 The Parties agree that, as per Code Civ. Proc. Section 664.6, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.2 **Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate

proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADMINISTRATOR DECLARATION

No later than fourteen (14) calendar days prior to any status conference set by the Court following its approval of the settlement, the Settlement Administrator shall provide counsel for the Parties with a declaration attesting to the completion of the notice and payment process, including the number of attempts to obtain valid mailing addresses for and re-sending of any returned PAGA Payment Letters. PAGA counsel shall promptly file such declaration with the Court, together with a notice acknowledging satisfaction of the Judgment.

11. ADDITIONAL PROVISIONS

11.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint or PAGA letters have merit or that Defendant or any Released Parties have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest Defendant's defenses. The Judgment will have no collateral estoppel, res judicata or other preclusive effect establishing liability on the part of, or any requirement to make payment by, Defendant or any Released

Parties; the only preclusive effect of the Judgment shall be to establish the dismissal with prejudice and release of the Released Claims and to preclude such claims in the future. The Settlement, this Agreement and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement, including without limitation efforts by Defendant to effectuate the dismissal of the Other Actions based on the preclusive effect of the Judgment and this Settlement).

11.2 **Integrated Agreement.** Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

11.3 **Attorney Authorization.** PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement, to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

11.4 **Cooperation.** The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of the mediator (Judge Lewis (Ret.)) and/or the Court for resolution.

11.5 **No Prior Assignments.** The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,

or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

11.6 No Tax Advice. Nothing in this Settlement is intended to constitute legal advice regarding federal, state, and/or local tax obligations, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise. The Parties make no representations to one another or to any Aggrieved Employee as to the tax treatment or legal effect of the payments called for hereunder, and Aggrieved Employees are not relying on any statement or representation by the Parties, PAGA Counsel, or Defense Counsel in this regard. Aggrieved Employees understand and agree that they will be responsible for the payment of any taxes and penalties assessed on the payments to them described herein and will hold the Parties, PAGA Counsel and Defense Counsel free and harmless from and against any claims, liabilities, costs and expenses, including attorney's fees, resulting in any way from personal tax treatment of the payments made pursuant to this Settlement. To the extent that this Settlement or any of its attachments is interpreted to contain or constitute advice regarding any state or federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code. Neither the Parties, PAGA Counsel, nor Defense Counsel are responsible for any Aggrieved Employee's tax obligations arising from the settlement payments.

11.7 Modification of Agreement. This Agreement may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

11.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

11.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

11.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

11.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement. Plaintiffs and PAGA Counsel agree that prior to moving for approval of this Settlement, they shall not publicize any terms of this Settlement. After filing the motion for approval of this Settlement, Plaintiffs and PAGA Counsel shall not publicize the Settlement or the terms thereof via the following methods that reveal the Defendant's name, other information that could identify Defendant in any way, or the case name or number: (a) written or oral press releases, (b) internet or social media postings, or (c) other communications with the media. Nothing herein shall prohibit PAGA Counsel from discussing this case or any aspect of this Settlement with Plaintiffs or any Aggrieved Employee or from disclosing any publicly available information.

11.12 Use of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152 or otherwise provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court.

11.13 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

11.14 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the

third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

Christina M. Lucio
clucio@farnaeslaw.com
Farnaes & Lucio APC
2235 Encinitas Blvd., Suite 210
Encinitas, California 92024

James R. Hawkins
james@jameshawkinsaplc.com
James Hawkins APLC
9880 Research Drive
Irvine, CA 92618

To Defendant:

MALCOLM A. HEINICKE
malcolm.heinicke@mto.com
MUNGER, TOLLES & OLSON LLP
560 Mission Street, 27th Floor
San Francisco, California 94105-2907
Telephone: (415) 512-4029

DAVID W. MORESHEAD
david.moreshead@mto.com
MUNGER, TOLLES & OLSON LLP
350 South Grand Avenue, 50th floor
Los Angeles, California 90071-3426
Telephone: (213) 683-9100

11.15 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

11.16 Stay of Litigation. The Parties agree that upon the execution of this Agreement, the Action shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree, upon the signing of this Agreement and pursuant to CCP section 583.330, to tolling of the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process, for this Action.

11.17 Effect of Court's Denial of Approval. If the Court denies approval of this Settlement due to concerns that the Parties cannot address through non-material or otherwise mutually agreeable modifications of this Stipulation of Settlement, (i) this Settlement shall be null and void; (ii) neither this Stipulation of Settlement nor any of the related negotiations or proceedings shall have any force or effect; (iii) the Parties shall stand in the same position, without prejudice, as if this Settlement had been neither entered into nor filed with the Court; and (iv) the terms and negotiation of this Stipulation of Settlement shall remain subject to Federal Rule of Evidence 408 and California Evidence Code sections 1119 and 1152. Plaintiff and PAGA Counsel understand and agree that this Stipulation of Settlement does not mean that Defendant cannot contest whether this action can go forward on a representative basis in the event the Settlement is not approved by the Court or litigation otherwise resumes (including without limitation on the ground that representative claims would be unmanageable), and Plaintiff and PAGA Counsel agree not to argue otherwise; provided, however, that Plaintiff and PAGA Counsel reserve the right to contend that litigation of the suit on a representative basis would be appropriate independent of this Stipulation of Settlement and do not waive the right to so contend.

11.18 Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendant's Counsel and PAGA Counsel, on behalf of the Parties and the Aggrieved Employees, mutually

elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

THE PARTIES HAVE READ THE FOREGOING AGREEMENT. THEY HAVE CONSULTED WITH LEGAL COUNSEL REGARDING THE FOREGOING AGREEMENT AND KNOW THE CONTENTS THEREOF AND SIGN THE SAME AS THEIR FREE, KNOWING, AND VOLUNTARY ACT AND DEED, BEING FULLY AWARE OF ITS CONSEQUENCES AND ITS FINAL AND BINDING EFFECT.

DATED: 11/18/24


Erick Torres (Nov 18, 2024 17:28 PST)

ERICK TORRES,
as PAGA Representative

DATED: _____, 2024

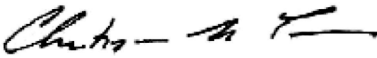
BECHTEL INFRASTRUCTURE & POWER
CONSTRUCTION SERVICES, INC.

By: _____
ROBERT DEATHERAGE
Vice President

APPROVED AS TO FORM:

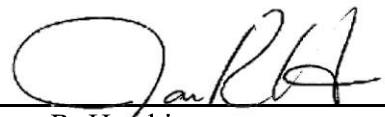
DATED: November 19, 2024

FARNAES & LUCIO APC

By: 
CHRISTINA M. LUCIO
Attorney for Plaintiff
Erick Torres and the Aggrieved Employees

DATED: November 19, 2024

JAMES HAWKINS APLC

By: 
James R. Hawkins
Attorney for Plaintiff
Erick Torres and the Aggrieved Employees

DATED: _____, 2024

MUNGER, TOLLES & OLSON LLP

By: _____
MALCOLM A. HEINICKE
DAVID W. MORESHEAD
Attorneys for Defendant
Bechtel Infrastructure & Power Construction
Services, Inc.

elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

THE PARTIES HAVE READ THE FOREGOING AGREEMENT. THEY HAVE CONSULTED WITH LEGAL COUNSEL REGARDING THE FOREGOING AGREEMENT AND KNOW THE CONTENTS THEREOF AND SIGN THE SAME AS THEIR FREE, KNOWING, AND VOLUNTARY ACT AND DEED, BEING FULLY AWARE OF ITS CONSEQUENCES AND ITS FINAL AND BINDING EFFECT.

DATED: _____, 2024

ERICK TORRES,
as PAGA Representative

DATED: December 2, 2024

BECHTEL INFRASTRUCTURE & POWER
CONSTRUCTION SERVICES, INC.

By:



ROBERT DEATHERAGE
Vice President

APPROVED AS TO FORM:

DATED: _____, 2024

FARNAES & LUCIO APC

By: _____

CHRISTINA M. LUCIO
Attorney for Plaintiff
Erick Torres and the Aggrieved Employees

DATED: _____, 2024

JAMES HAWKINS APLC

By: _____

James R. Hawkins
Attorney for Plaintiff
Erick Torres and the Aggrieved Employees

DATED: December 2, 2024

MUNGER, TOLLES & OLSON LLP

By: _____

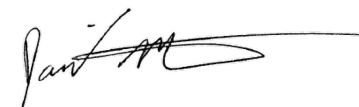

MALCOLM A. HEINICKE
DAVID W. MORESHEAD
Attorneys for Defendant
Bechtel Infrastructure & Power Construction
Services, Inc.

EXHIBIT A

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

ERICK TORRES, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

BECHTEL INFRASTRUCTURE AND POWER
CONSTRUCTION SERVICES, INC., a
Delaware corporation, and DOES 1-50,
inclusive,

Defendants.

Case No. CIVSB2134046

Assigned for All Purposes To:
Hon. Christian Towns
Dept.: S-26

**[PROPOSED] ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT
AND JUDGMENT**

Complaint Filed: November 23, 2021
CMC: January 6, 2025
Trial: Not Set

1 **[PROPOSED] ORDER GRANTING APPROVAL OF PAGA SETTLEMENT**
2 **AND JUDGMENT**

3 The Court, having considered the Plaintiff's Motion for Approval of the Parties' PAGA
4 Settlement and Release Agreement pursuant to California's Private Attorneys General Act,
5 California Labor Code § 2698 *et seq.* ("PAGA"), as well as the PAGA Settlement and Release
6 Agreement (attached as Exhibit 1 to the Declaration of Christina M. Lucio), the papers filed in
7 support of the motion, and the arguments of counsel, has determined that the Settlement provides
8 genuine and meaningful relief under PAGA and is fair, adequate, and reasonable. Therefore, the
9 Court hereby ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:

10 1. The Court has jurisdiction over the subject matter of this Action and over all Parties
11 to the Action.

12 2. This Order incorporates the PAGA Settlement Agreement and Release
13 ("Settlement" or "Settlement Agreement") agreed to between Plaintiff, on behalf of himself, the
14 State of California, and Aggrieved Employees, on the one hand, and Defendant Bechtel
15 Infrastructure & Power Construction Services, Inc., on its own behalf and on behalf of the Released
16 Parties, on the other hand. Unless otherwise provided herein, all capitalized terms used herein shall
17 have the same meaning as defined in the Settlement Agreement.

18 3. The Court hereby finds that Plaintiff notified the Labor and Workforce
19 Development Agency ("LWDA") of the Settlement in accordance with the notice requirements of
20 California Labor Code § 2699(s). The Court has received no objection from the LWDA regarding
21 the Settlement.

22 4. The Court finds that the Settlement has been reached as a result of serious and non-
23 collusive, arm's-length negotiations. The Court has considered the nature of the claims, the
24 procedural history of this case, the amounts paid in settlement, and the allocation of settlement
25 proceeds among the LWDA and the Aggrieved Employees. The Court hereby finds the Settlement
26 involves the resolution of a bona fide dispute, was entered into in good faith, and provides genuine
27 and meaningful relief under PAGA. The Court therefore approves the Settlement as fair, adequate,
28

1 and reasonable and directs the Parties to effectuate the Settlement according to the terms outlined
2 in the Settlement Agreement.

3 5. Defendant will not be required to pay any additional amounts in connection with
4 the Settlement other than the Gross Settlement Amount specifically set forth in the Settlement
5 Agreement and this Order, which shall not exceed \$447,500.00.

6 6. The Court awards a PAGA Counsel Fees Payment to PAGA Counsel, Farnaes &
7 Lucio, APC and James Hawkins APLC, in the total amount of \$_____ (requested
8 up to 1/3 of the Gross Settlement Amount or \$149,166.67). The PAGA Counsel Fees Payments
9 shall be divided 50% to Farnaes & Lucio, APC and 50% to James Hawkins APLC. The Court
10 also awards a PAGA Counsel Litigation Expenses Payment in the total amount of
11 \$_____ (requested up to \$25,000). The PAGA Counsel Fees Payment and the PAGA
12 Counsel Litigation Expenses Payment are to be paid from the Gross Settlement Amount.

13 7. The Court awards a PAGA Representative Service Payment to Plaintiff Erick
14 Torres for his services in the amount of \$_____ (requested up to \$2,500) to be paid from the
15 Gross Settlement Amount. Plaintiff submitted a declaration detailing the ways in which he assisted
16 PAGA Counsel in the litigation of the Action, and the award is appropriate in light of the stated
17 purpose of PAGA.

18 8. The Court appoints ILYM Group, Inc. to serve as the Settlement Administrator.
19 The Court concludes that the Administration Expenses Payment in the amount of
20 \$_____ (requested up to \$3,550.00) are reasonable and necessary to administer the
21 Settlement and shall be paid from the Gross Settlement Amount.

22 9. The Net Penalty Amount of \$_____ (estimated \$267,283.33) shall
23 be allocated as follows: 75% of the PAGA Settlement Amount, or
24 \$_____ (estimated \$200,462.50), will be paid to the LWDA, and the remaining
25 25%, or \$_____ (estimated \$66,820.83), will be paid to all Aggrieved Employees
26 pursuant to the calculation set forth in the Settlement Agreement for calculating Individual PAGA
27 Payments.
28

1 10. The Court directs that the Administrator send the Notice, attached as Exhibit B to
2 the Settlement Agreement, to the Aggrieved Employees with the Individual PAGA Payments to
3 be disseminated pursuant to the Settlement.

4 11. Upon the Effective Date, the terms of the Settlement Agreement, and this Order
5 and Judgment, shall be binding on the Parties. Plaintiff and the Aggrieved Employees shall be
6 bound by the releases set forth in the Settlement Agreement. Specifically:

7 a. Upon the Effective Date and contingent upon payment of the Gross Settlement
8 Amount, Plaintiff will be deemed to have provided a Complete and General Release
9 to the Released Parties.

10 b. Upon the Effective Date and contingent upon payment of the Gross Settlement
11 Amount, Plaintiff, the State of California, all Aggrieved Employees, and the Labor
12 and Workforce Development Agency will fully release the Released Parties and be
13 forever barred from pursuing against them, for the duration of the PAGA Period:
14 (a) all claims for civil penalties or relief of any kind under PAGA that were alleged,
15 or reasonably could have been alleged based on the facts stated in the Operative
16 Complaint or the PAGA Notices, including, but not limited to, all claims for or
17 relating to (1) regular, overtime, or premium wages; (2) failure to compensate
18 Aggrieved Employees for all hours worked; (3) failure to pay the appropriate
19 regular rate of pay; (4) failure to comply with payroll or wage record-keeping
20 documentation or wage statement itemization requirements; (5) failure to provide
21 sufficient meal and/or rest periods or pay premiums in lieu thereof; (6) failure to
22 timely pay wages due at termination or otherwise; (7) failure to furnish accurate
23 wage statements; (8) failure to pay minimum wages; (9) failure to reimburse
24 business or other expenses and costs; (10) failure to pay sick or vacation pay; (11)
25 failure to provide suitable facilities for meal and rest periods; (12) failure to provide
26 a place of employment that is safe and healthful; (13) failure to furnish and use
27 safety devises and safeguards and adopt practices to make a place of employment
28

1 safe and healthful and to protect the life, safety, and health of employees; (14)
2 failure to implement and maintain an effective written illness prevention program;
3 (15) requiring or permitting employees to work in a place of employment that is
4 not safe and healthful; and (16) failure to provide, encourage, and permit recovery
5 periods; and (b) any claims for PAGA penalties that could have been awarded
6 pursuant to Labor Code sections 201, 201.3, 202, 203, 204, 210, 216, 218.5, 218.6,
7 221, 222, 223, 224, 225.5, 226, 226.3, 226.7, 227.3, 246, 256, 510, 512, 516, 558,
8 1174, 1174.5, 1175, 1194, 1194.2, 1195, 1197, 1197.1, 1198, 2441, 2699, 2802,
9 6400, 6401, 6401.7, 6402, 6403, and 3395, and applicable IWC California Wage
10 Orders and California Code of Regulations, Title 8, §§ 11000 et seq. The PAGA
11 Period means the period from September 16, 2020 through the date the Court enters
12 this Judgment.

13 c. The releases provided under the settlement shall have *res judicata* effect on
14 Plaintiff, the State of California, and the Aggrieved Employees, as well as their
15 heirs, executors, administrators, successors, and assigns in all pending and future
16 claims, lawsuits, or other proceedings maintained by or on behalf of any such
17 persons, to the extent those claims, lawsuits or other proceedings fall within the
18 scope of claims released as set forth in the Settlement Agreement.

19
20 12. Without affecting the finality of this order and entry of judgment, the Court retains
21 exclusive and continuing jurisdiction over this Action for purposes of supervising, administering,
22 implementing, and enforcement of this Order, the Settlement and the Judgment pursuant to
23 California Code of Civil Procedure section 664.6.

24 13. Nothing in this Order or the Settlement shall be construed as an admission or
25 concession by any party. The Settlement and this resulting Order and entry of judgement simply
26 represent a compromise of disputed allegations.

27 14. Upon completion of the Settlement, the Administrator will provide written
28 certification of the completion to the Court and counsel for the Parties which shall be filed with

1 the Court on or before _____, 2025 (suggested 16 days prior to compliance
2 hearing). The Court sets a final accounting hearing to assess compliance with this Order and the
3 Settlement Agreement for _____ (proposed May 2025) at _____ a.m./p.m.

4 15. The entire Action will be dismissed, with prejudice, at the final accounting hearing
5 and upon the terms set forth in the Settlement Agreement, assuming full compliance with this
6 Order and the Settlement Agreement by that date.

7 16. Plaintiff is directed to submit a copy of this Order to the LWDA within ten calendar
8 days after the entry of this Order.

9 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

10
11 Dated: _____

By: _____

Honorable Judge of the Superior Court

EXHIBIT B

[Mailing Date]

[RETURN ADDRESS OF SETTLEMENT ADMINISTRATOR]

Re: *Erick Torres v. Bechtel Infrastructure and Power Construction Services, Inc.*, Case No. CIVSB2134046, Superior Court of the State of California, County of San Bernardino, filed on November 23, 2021

To [MERGE NAME]:

Plaintiff Erick Torres (“Plaintiff”) filed the above-referenced lawsuit against Defendant Bechtel Infrastructure and Power Construction Services, Inc. (“Bechtel” or “Defendant”). The lawsuit asserted wage and hour claims and sought penalties under the California Private Attorneys General Act of 2004 (“PAGA”). Plaintiff was employed in California as a tower climber, and pursued claims on behalf of himself and other hourly employees of Defendant in California (the “Covered Employees”).

Bechtel strenuously denies Plaintiff’s allegations and contends that it has at all times complied with California law. The court has not made any determination that Plaintiff’s claims have merit. Nevertheless, Bechtel highly values its employees and has chosen to resolve this matter and make payments to its employees rather than incur further disruption and expense in this litigation. Bechtel has not admitted to any liability by entering into this settlement.

The Covered Employees are all persons employed by Defendant in California and classified as a non-exempt, hourly-paid employee during the PAGA Period, which is the period between September 16, 2020, through <the date the Court enters Judgment>. You have been identified as one of the Covered Employees entitled to receive proceeds from the settlement.

On [DATE], the California Superior Court for the County of San Bernardino approved the resolution of this matter. Pursuant to this resolution, payments are being made to the Covered Employees on a pro-rata basis calculated according to the number of pay periods each Covered Employee worked between September 16, 2020, and <the date the Court enters Judgment>. This resolution and resulting judgment extinguish all claims for civil penalties under PAGA that Plaintiff, the Covered Employees, and the State of California may have arising from the allegations in the lawsuit or that could have been asserted based on the facts alleged in the lawsuit.

Upon the entry of Judgment in accordance with this Settlement and payment of the amounts due under the Settlement, Plaintiff, all of the Aggrieved Employees, the State of California, and the Labor and Workforce Development Agency will fully release the Released Parties and be forever barred from pursuing against them, for the duration of the PAGA Period: (a) all claims for civil penalties or relief of any kind under PAGA that were alleged, or reasonably could have been alleged based on the facts stated in the Operative Complaint or the PAGA Notices, including, but not limited to, all claims for or relating to: (1) regular, overtime, or premium wages; (2) failure to compensate Aggrieved Employees for all hours worked; (3) failure to pay the appropriate regular rate of pay; (4) failure to comply with payroll or wage record-keeping documentation or wage statement itemization requirements; (5) failure to provide sufficient meal and/or rest periods or pay premiums in lieu thereof; (6) failure to timely pay wages due at termination or otherwise; (7) failure to furnish accurate wage statements; (8) failure to pay minimum wages; (9) failure to

reimburse business or other expenses and costs; (10) failure to pay sick or vacation pay; (11) failure to provide suitable facilities for meal and rest periods; (12) failure to provide a place of employment that is safe and healthful; (13) failure to furnish and use safety devices and safeguards and adopt practices to make a place of employment safe and healthful and to protect the life, safety, and health of employees; (14) failure to implement and maintain an effective written illness prevention program; (15) requiring or permitting employees to work in a place of employment that is not safe and healthful; and (16) failure to provide, encourage, and permit recovery periods; and (b) any claims for PAGA penalties that could have been awarded pursuant to Labor Code sections 201, 201.3, 202, 203, 204, 210, 216, 218.5, 218.6, 221, 222, 223, 224, 225.5, 226, 226.3, 226.7, 227.3, 246, 256, 510, 512, 516, 558, 1174, 1174.5, 1175, 1194, 1194.2, 1195, 1197, 1197.1, 1198, 2441, 2699, 2802, 6400, 6401, 6401.7, 6402, 6403, and 3395, and applicable IWC California Wage Orders and California Code of Regulations, Title 8, §§ 11000 *et seq.*

The “Released Parties” are Defendant and its predecessors and successors, corporate parents, corporate subsidiaries, corporate affiliates (including, without limitation, Bechtel Corporation, Bechtel Power Corporation, Bechtel Global Corporation, Bechtel Energy, Inc., and Bechtel National, Inc.) and all of its and those entities’ former and present directors, officers, employees, managing agents, shareholders, owners, members, attorneys, consultants, accountants, insurers, reinsurers, predecessors, successors, and assigns.

Your enclosed check, payable in the gross amount of [\$ Amount], is valid for one hundred and eighty (180) days from the date of its issuance. After that date, it will be null and void, the check will be canceled, and the funds from the canceled check will be tendered to the State Controller’s Office, Unclaimed Property Fund in the your name. Covered Employees who do not cash their checks will remain subject to the judgment and the release of PAGA claims described above.

Bechtel encourages you to cash this check, and it will not take any adverse action against you for doing so.

If you have any questions regarding the settlement, please contact the Settlement Administrator at [INSERT ADDRESS [AND PHONE] INFORMATION].