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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

EVERETT ALEXANDER, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

KBR TECHNICAL SERVICES, INC., a Delaware
corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. CIVSB2133085

[Assigned for all purposes to the Hon. David
Cohn, Dept. S-26]

**DECLARATION OF NICHOLAS
ROSENTHAL IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: March 22, 2023

Time: 10:00 a.m.

Dept.: S-26

Pit

Complaint Filed: November 9, 2021

FAC Filed: November 29, 2022

Trial Date: Not Set

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I, Nicholas Rosenthal, declare as follows:

1. I am an attorney at law duly admitted to practice before all courts in the State of California and am a member of the law firm of the Diversity Law Group, P.C., one of the attorneys of record for Plaintiff Everett Alexander (“Plaintiff”) in the above-entitled action. I have personal knowledge of the matters set forth herein, and if called upon as a witness to testify thereto, I could and would competently do so.

CASE SUMMARY

2. On November 1, 2021, Plaintiff filed a notice with the California Labor and Workforce Development Agency (“LWDA”) alleging that Defendant violated Labor Code § 226, pursuant to Labor Code § 2699 (“PAGA Notice”). The PAGA Notice alleged that Defendant failed to identify the legal name and address of the employer, as well as the correct rates of pay for overtime and/or double time wages, on wage statements issued to employees.

3. On November 9, 2021, Plaintiff filed a class action complaint against Defendant in the Superior Court of the State of California, County of San Bernardino (the “Action”). The class action complaint alleges a cause of action for violation of Labor Code § 226.

4. On January 5, 2022, Plaintiff filed a related action against Defendant in the Superior Court of the State of California, County of San Bernardino, Case Number CIVSB2200363 (the “PAGA Action”). The PAGA Action is a representative action complaint and alleges a cause of action for violation of Labor Code § 2698, *et seq.*, predicated on an underlying violation of Labor Code § 226.

5. On November 21, 2022 Plaintiff filed a first amended complaint in the Action. The first amended complaint alleges two causes of action for violation of Labor Code §§ 226 and 2698, *et seq.*, and combines the allegations of the Action and the PAGA Action. The first amended complaint is the operative Complaint (“Complaint”). As alleged in the Complaint, Plaintiff seeks to represent the Class Members and other aggrieved employees. Plaintiff further seeks damages, penalties, interest, attorneys’ fees, and costs.

6. Following the filing of the Action and PAGA Action, the Parties agreed to participate

1 in private mediation. In connection with mediation, the Parties agreed to conduct informal discovery
2 to allow Plaintiff to assess the claims and liability, as well as analyze the maximum exposure of
3 damages and penalties. Defendant produced class data, including the number of putative class
4 members, sample wage statements, and the number of wage statements issued to putative class
5 members. This information allowed my office to conduct a full damage analysis.

6 **MEDIATION**

7 7. On August 8, 2022, the Parties engaged in an all-day mediation session with neutral
8 Michael J. Loeb, Esq. After thorough investigation and evaluation of the facts and claims, and
9 negotiations with the assistance of Mr. Loeb, the Parties and their counsel reached a settlement and
10 entered into a memorandum of understanding. In resolution of Plaintiff's class and PAGA claims, the
11 Parties entered into the Joint Stipulation of Class Action and PAGA Settlement.

12 **SUMMARY OF THE SETTLEMENT TERMS**

13 8. The terms of the class-wide settlement are set forth in the Joint Stipulation of Class
14 Action and PAGA Settlement (the "Settlement Agreement"). A true and correct copy of the
15 Settlement Agreement is attached hereto as **Exhibit A**.

16 9. Plaintiff will request dismissal of the PAGA Action will prejudice following final
17 approval of this class and representative action settlement.

18 10. The proposed Class consists of "(1) all former and current employees of Defendant,
19 Centauri, LLC (also known as NTG), KBR Monterrey S.A. de C.V., and/or Tech Staffing Resources,
20 LLC in the state of California at any time during the Covered Period who received one or more wage
21 statements during the Covered Period and who do not opt-out of the settlement; and (2) all non-
22 exempt current and former employees of KBR Wyle Services, LLC and/or KBR Services, LLC who
23 worked in the state of California at any time during the Covered Period who received one or more
24 wage statements with overtime or double time pay during the Covered Period and who do not opt-out
25 of the settlement." *See* Settlement Agreement ¶ 3. Class Members do not need to do anything should
26 they wish to receive their share of the settlement funds. If a Class Member does not wish to take part
27 in this settlement and be bound by the release, he or she must submit a Request for Exclusion. *Id.* ¶
28 65.

1 11. The Settlement Agreement provides for One Million Five Hundred Thousand Dollars
2 (\$1,500,000.00) as the Gross Settlement Amount. Settlement Agreement ¶ 17. The Net Settlement
3 Amount, calculated after deduction of attorneys' fees, costs, Class Representative Service Award,
4 payment of PAGA penalties to the LWDA, and Settlement Administration Costs, shall be distributed
5 to Participating Class Members and Settlement Aggrieved Employees.

6 12. Participating Class Members who do not opt-out of the Settlement will be awarded a
7 portion of the Net Settlement Amount on a pro-rata basis, based upon the number of pay periods
8 worked during the Covered Period. Settlement Agreement ¶ 53.a.

9 13. Settlement Aggrieved Employees will receive a pro rata portion of the PAGA penalties,
10 based upon the number of pay periods worked during the Covered Period. Settlement Agreement ¶¶
11 36, 53.b.

12 14. As part of the Settlement Agreement, Defendant does not object to Plaintiff's counsel's
13 request for attorneys' fees up to one-third of the Gross Settlement Amount—*i.e.*, the sum of Five
14 Hundred Thousand Dollars (\$500,000.00), plus up to Fifteen Thousand Dollars (\$15,000.00) for
15 reimbursement of litigation costs. Settlement Agreement ¶ 49. Also, as part of the Settlement
16 Agreement, Defendant does not object to Plaintiff's request for a service award of Ten Thousand
17 Dollars (\$10,000.00). *Id.* ¶ 50.

18 15. Finally, the Settlement Agreement provides for the payment to the Settlement
19 Administrator for the administration of this current settlement. The Parties have received a quote
20 from Phoenix Settlement Administrators for a fee of approximately Twenty-Five Thousand Dollars
21 (\$25,000.00) to administer the settlement. *Id.* ¶ 51.

22 16. After deducting the amounts listed above, it is estimated that the Net Settlement
23 Amount of \$912,500.00 will be distributed to the Class.

24 **POTENTIAL STATUTORY AND CIVIL PENALTIES**

25 17. I was able to estimate the potential damages and penalties based on the data and
26 documents provided by Defendant, including the number of putative class members and number of
27 wage statements issued during the Covered Period.

28 18. Based on the class data provided by Defendant, Plaintiff estimated that Defendant

1 would face potential liability of up to approximately \$6,159,550 for Plaintiff's class and PAGA
2 claims if Plaintiff succeeded at trial. This number is based upon an analysis of the data provided by
3 Defendant regarding the putative class. Specifically, the approximate damages/penalties for the class
4 claim is \$3,056,750 for Labor Code § 226(e) penalties for wage statement violations for employees
5 based on 31,028 wage statements issued during the Covered Period.

6 19. With respect to potential liability of Plaintiff's PAGA claim, Plaintiff estimated that
7 Defendant could face civil penalties of up to \$3,102,800 in PAGA penalties premised on 31,028 pay
8 periods.

9 20. Based thereon, the collective total amount of class and PAGA recovery is
10 approximately \$6,159,550.00.

11 21. Defendant denies liability as to all of Plaintiff's claims and raised several defenses that
12 presented risk. Defendant denies liability as to all of Plaintiff's claims and it has raised several
13 defenses that presented risk. Defendant contends that it is not realistic that employees would not
14 know the address of their employer, regardless of the absence of an address on the wage statements.
15 Defendant also contends Defendant contends that simple math would allow employees to determine
16 their overtime and shift differential rates of pay. Moreover, Defendant maintains that Plaintiff cannot
17 prove willfulness or injury, both of which are required for any assignment of penalties under Labor
18 Code Section 226(e). Defendant further maintains that it would be unjust for the Court to award
19 maximum PAGA penalties as it has made good faith efforts to comply with the Labor Code.

20 22. Although Plaintiff believes in the merits of the alleged claims and maintains that there
21 is no reason for reducing PAGA penalties, Plaintiff is aware that Defendant may raise defenses to the
22 wage statement claims and that with respect to the reduction of PAGA penalties, it could be
23 persuasive to the Court. Thus, even if Plaintiff were to successfully prove his claims at trial, there is a
24 possibility that the Court may only award a small percentage of PAGA penalties, as the Court has
25 discretion to do so. Pursuant to Labor Code § 2699(e)(2), the Court can decline to award PAGA
26 penalties where "if, based on the facts and circumstances of the particular case, to do otherwise,
27 would result in an award that is unjust, arbitrary and oppressive, or confiscatory."

28 23. Under the facts of this case, I appreciate the risk that Defendant could present a

persuasive argument to reduce the amount of PAGA penalties at trial. For example, in *Fleming v. Covidien, Inc.*, 2011 U.S. Dist. LEXIS 154590 (C.D. Cal. Aug. 12, 2011), while the plaintiff ultimately prevailed in a PAGA trial predicated on a violation of Labor Code section 226(a), *i.e.*, inaccurate wage statements, the Court assessed only 17% of the maximum penalties— and this was after finding liability at trial. Similarly, Judge Carville of the Alameda Superior Court in the matter of *Parr v. Golden State Overnight*, Alameda Superior Court Case No. RG12618103, assessed PAGA penalties upon Defendant of approximately 7% of the total maximum penalties—again, this was only after plaintiff had prevailed at trial. In one recent California Court of Appeal case, a trial court’s reduction of PAGA penalties by 90% was upheld. *Carrington v. Starbucks*, 30 Cal. App. 5th 504, 529 (2018).

24. The Gross Settlement Amount was premised with these risks above in mind, associated with the possibility of the Court significantly reducing Plaintiff’s PAGA penalties, along with other attendant risks, even if Plaintiff were to prevail at trial.

25. Although Plaintiff believes that a class can be certified, Plaintiff also believes in the fairness of the settlement that is based on factoring in the uncertainty and risks to Plaintiff involved in not prevailing on one or more of the causes of action or theories alleged in the operative Complaint, the possibility of non-certification, and the potential for appeals.

26. Here, the Gross Settlement Amount is fair and reasonable as it is approximately **24.4%** of the potential recovery of Plaintiff’s class and PAGA claims if Plaintiff were to fully succeed at trial.

27. Based on my own independent investigation and evaluation, I am of the opinion that settlement for the consideration and on the terms set forth in the Joint Stipulation of Class Action and PAGA Settlement is fair, reasonable, and adequate and is in the best interests of the Class and Defendant in light of all known facts and circumstances, and the uncertainty and risks to Plaintiff involved in not prevailing on one or more of the causes of action or theories alleged in the operative Complaint, the possibility of non-certification, and the potential for appeals.

THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

28. From the inception of the case, Class Counsel has zealously represented the interests of

1 the Class. The settlement was obtained for the benefit of the Class, as opposed to the individual Class
2 Representative.

3 29. The Settlement Agreement calls for the Net Settlement Amount (calculated after
4 deduction of attorneys' fees, costs, Class Representative Service Award, payment of PAGA penalties
5 to the LWDA, and Settlement Administration Costs) to be paid to Participating Class Members.
6 Based on an estimated Net Settlement Amount of \$912,500.00, Participating Class Members will be
7 entitled to recover, based on a raw average, approximately \$990.77.

8 30. The amount any Class Member will be entitled to recover will be greater or lower,
9 depending on the number of pay periods each respective Participating Class Member worked during
10 the Covered Period, with some entitled to receive more, and others less. This is fair, as it directly
11 allocates greater recovery to individual Class Members who have allegedly suffered greater harm.
12 The amount may also vary depending on the number of timely Requests for Exclusion received by
13 the Settlement Administrator.

14 31. Additionally, the scope of the release is appropriately limited. As a condition of
15 participating in this settlement, Class Members release "all claims for penalties and damages,
16 including costs and attorneys' fees related thereto, predicated on claims alleged or could have been
17 alleged based on the facts as alleged in the Complaint, First Amended Complaint, and/or LWDA
18 Letter, including but not limited to from any and all known or unknown claims related in any way to
19 defective or inaccurate wage statements under any theory of law including California Labor Code
20 section 226, that accrued from November 1, 2020, through October 7, 2022, against the Released
21 Parties" ("Settled Class Claims"). Settlement Agreement ¶¶ 31, 78. This release is appropriately
22 limited, as it only applies during the time period of November 1, 2020, through October 7, 2022, and
23 only applies to the claims alleged.

24 32. In addition, Settlement Aggrieved Employees (or Class Members who submit a valid
25 Request for Exclusion) shall waive and release "all claims for penalties, including costs and
26 attorneys' fees related thereto, predicated on PAGA claims alleged or could have been alleged based
27 on the facts as alleged in the Complaint, First Amended Complaint, and/or LWDA Letters, including
28 but not limited to any and all known or unknown claims related in any way to defective or inaccurate

1 wage statements under any theory of law that accrued from November 1, 2020, through October 7,
2 2022, against the Released Parties” (“Settled PAGA Claims”). Settlement Agreement ¶¶ 32, 78.

3 33. I believe that Plaintiff and the Class could prevail at trial. However, I also believe in the
4 fairness of the settlement, which is based on factoring in the inherent risks in drawn-out litigation and
5 the specific risks that a class might not be certified and/or that Plaintiff could fail to establish
6 liability. Moreover, as Defendant adamantly denies that it should be liable for the full extent of the
7 penalties, there is a possibility that Plaintiff and the Class would be awarded fewer or no penalties at
8 trial.

9 34. Thus, after taking into account sharply disputed legal issues involved in this litigation,
10 the risks associated with further prosecution, delays caused by potential appeals, and the substantial
11 benefits to be received pursuant to the Settlement Agreement, I believe that the proposed settlement
12 is fair, reasonable, and adequate and is in the best interests of the Class.

13 **ATTORNEY EXPERIENCE**

14 35. Class Counsel has a great deal of experience in wage and hour class action litigation
15 and has been approved as class counsel in a number of class actions. My co-counsel and I can and
16 will adequately represent the Class Members in this action. I have no conflicts with the Class and
17 will adequately represent the Class.

18 36. I have spent significant time researching and pursuing the claims that have been alleged
19 in this action. Based on my review of all the information, and based on my experience in class action
20 litigation, I believe this settlement to be fair, adequate, and reasonable.

21 37. Any remaining monies from uncashed settlement checks will be distributed to Warriors
22 to Work veteran employment program operated by the non-profit organization Wounded Warrior
23 Project. Plaintiff’s counsel does not have any relationship or connection with or to the Wounded
24 Warrior Project.

25 38. I am one of the primary attorneys on this matter. My qualifications are as follows: I
26 received my JD from University of Southern California Gould School of Law in 2009. Upon
27 graduation, I practiced law as an associate at Seyfarth Shaw LLP, representing corporate clients in
28 both single-plaintiff and wage hour class actions. In 2014, I began as an associate at Diversity Law

1 Group.

2 39. I have handled a number of wage and hour matters including class actions and
3 multiple-plaintiff actions. I have been named as Class Counsel in a number of class actions that have
4 been granted certification or preliminary or final approval by the Superior Courts of Los Angeles
5 County, Orange County, Alameda County, and Monterey County, the United States District Court for
6 the Central District of California, and the United States District Court for the Northern District of
7 California. These cases include, but are not limited to: *Diller v. Under Armour Retail, Inc.*, Santa
8 Clara County Superior Court Case No. 114-CV-265729, *Lopez v. Imperial Body Shop, Inc.*, Orange
9 County Superior Court Case No. Case No. 30-2015-00816193-CU-OE-CXC, *Hughes v. Lincare, Inc.*,
10 *et al.*, Monterey County Superior Court Case No. M124764, *Pittman v. Martinez Steel Corporation*,
11 San Bernardino County Superior Court Case No. CIVDS1823132, *Della Maggiora v. Watsonville*
12 *Community Hospital*, Santa Cruz County Superior Court Case No. 18CV00191, *Randolph v. Pacific*
13 *Racing Association*, Alameda County Superior Court Case No. RG18908139, *Morones v. Bimbo*
14 *Bakeries USA, Inc.*, Sacramento County Superior Court Case No. 34-2018-00245481-CU-OE-GDS
15 *Foaad Hanna v. Equinix, LLC*, Santa Clara County Superior Court Case No. 18CV339365; *Alicia*
16 *Harris v. 24 Seven LLC*, Los Angeles County Superior Court Case No. BC720144; *Markham v. Quik*
17 *Stop Markets, Inc.*, Santa Clara Superior Court Case No. 19CV341582; *Siron v. Raypak, Inc.*, Ventura
18 Superior Court Case No. 56-2019-005279959-CU-OE-VTA; *Carter v. Kline Services, Inc.*, San
19 Bernardino Superior Court Case No. CIVDS1828867, *Pascual v. Satellite Healthcare, Inc.*, Santa
20 Clara County Superior Court Case No. 19CV345211; *Carrillo v. New Balance Athletics, Inc.*, Santa
21 Clara County Superior Court Case No. 19CV352469; *Vogel v. Veolia North America, LLC*, Monterey
22 County Superior Court Case No. 19CV001443; *Holman v. American Sugar Refining, Inc.*, Contra
23 Costa County Superior Court Case No. MSC18-00415; *Chavez v. Converse, Inc.*, United States
24 District Court – Northern District of California Case No. 15-cv-03746-NC, *Rodriguez v. Nike Retail*
25 *Services, Inc.*, United States District Court – Northern District of California Case No. 5:14-CV-1508
26 BLF, *Gutierrez v. Spa Havens, LP*, San Diego Superior Court Case No. 37-2019-00057065-CU-OE-
27 NC, *Cruzado v. Ontario T, Inc.*, San Bernardino Superior Court Case No. CIVSB2027249, *Diaz v.*
28 *Acuity Brands Lighting, Inc.*, San Bernardino Superior Court Case No. CIVDS2015583, *Dunn v.*

1 *Universal Plant Services, Inc.*, Solano County Superior Court Case No. FCS056134, *Martinez v.*
2 *COGIR Management USA, Inc.*, San Joaquin County Superior Court Case No. STK-CV-UOE-2020-
3 0001215, *O'Connor v. Schwan's Consumer Brands, Inc.*, Sacramento County Superior Court Case
4 No. 34-2019-00250574, and *Ray v. C&W Facility Services, Inc.*, San Bernardino Superior Court
5 Case No. CIVSB2101321.

6 40. My co-counsel and I will adequately represent the Class Members in this action.
7 Plaintiff's Counsel have and will zealously represent Plaintiff and the Class and pursue this lawsuit to
8 its conclusion.

9 41. I have no conflicts with the Class and will adequately represent the Class.

10 **NOTICE TO THE LWDA**

11 42. Concurrent with the filing of the Motion for Preliminary Approval of Class Action
12 Settlement, my office uploaded the Motion and Settlement Agreement to the LWDA's website.

13 I declare under penalty of perjury under the laws of the State of California that the foregoing
14 is true and correct.

15 Executed on this 30th day of November 2022, at Los Angeles, California.

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17 
18 _____
19 Nicholas Rosenthal
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EXHIBIT A

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Attorneys for Defendant
KBR TECHNICAL SERVICES, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

EVERETT ALEXANDER, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

KBR TECHNICAL SERVICES, INC., a Delaware
corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. CIVSB2133085

(Assigned to the Hon. David Cohn, Dept. S-26)

**JOINT STIPULATION OF CLASS ACTION
AND PAGA SETTLEMENT**

1 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

2 This Joint Stipulation of Class Action and PAGA Settlement is made and entered into by
3 and between Plaintiff Everett Alexander (“Plaintiff”), as an individual and on behalf of all others
4 similarly situated, and Defendant KBR Technical Services, Inc. (“Defendant”) (together with
5 Plaintiff, the “Parties”).

6 **DEFINITIONS**

7 The following definitions are applicable to this Agreement. Definitions contained elsewhere
8 in this Agreement shall also be effective:

9 1. “Action” means *Everett Alexander v. KBR Technical Services, Inc.*, Case No.
10 CIVSB2133085 (filed on November 9, 2021), and all pleadings filed therein, including the
11 Complaint and First Amended Complaint.

12 2. “Agreement,” “Stipulation,” or “Settlement Agreement” means this Joint Stipulation of
13 Class Action and PAGA Settlement.

14 3. “Class” or “Class Members” means (1) all former and current employees of Defendant,
15 Centauri, LLC (also known as NTG), KBR Monterrey S.A. de C.V., and/or Tech Staffing Resources,
16 LLC in the state of California at any time during the Covered Period who received one or more wage
17 statements during the Covered Period and who do not opt-out of the settlement; and (2) all non-
18 exempt current and former employees of KBR Wyle Services, LLC and/or KBR Services, LLC who
19 worked in the state of California at any time during the Covered Period who received one or more
20 wage statements with overtime or double time pay during the Covered Period and who do not opt-out
21 of the settlement. Defendant has represented that as of June 27, 2022, there were approximately 921
22 Class members.

23 4. “Class Counsel” means Larry W. Lee, Kristen M. Agnew, and Nicholas Rosenthal of
24 Diversity Law Group, P.C. and William L. Marder of Polaris Law Group.

25 5. “Class Counsel Award” means such award of fees and costs and expenses as the Court
26 may authorize to be paid to Class Counsel for the services they have rendered and will render to
27 Plaintiff and the Class in the Action. Defendant agrees not to oppose Class Counsel Award of up to
28 one-third (1/3) of the Gross Settlement Amount (\$1,500,000.00), *i.e.*, the sum of Five Hundred

1 Thousand Dollars (\$500,000.00), and costs in the amount of up to Fifteen Thousand Dollars
2 (\$15,000.00), subject to the Court finally approving this Settlement. Any portion of the Class
3 Counsel Award not awarded to Class Counsel shall be added to the Net Settlement Amount.

4 6. "Class List" means information regarding all Class Members and Settlement Aggrieved
5 Employees that Defendant will diligently and in good faith compile from its records and provide to
6 the Settlement Administrator after Preliminary Approval of this Settlement. The Class List shall be
7 formatted as a Microsoft Excel spreadsheet or equivalent and shall include each Class Member's: full
8 name; last known home address and telephone number; Social Security Number; number of
9 Qualifying Pay Periods worked during the Covered Period; and any other data necessary for the
10 Settlement Administrator to identify and/or contact the Class Members and Settlement Aggrieved
11 Employees.

12 7. "Class Notice" or "Class Notice Packet" means the Notice of Class Action Settlement
13 to be provided to the Class Members by the Settlement Administrator set forth as **Exhibit A** to this
14 Agreement (other than formatting changes to facilitate printing by the Settlement Administrator).

15 8. "Class Representative" or "Plaintiff" means Plaintiff Everett Alexander.

16 9. "Class Representative Service Award" means the amount that the Court authorizes to
17 be paid to Plaintiff, in recognition of his efforts and risks in assisting with the prosecution of the
18 Action. Subject to the Court granting final approval, the Parties agree that Plaintiff shall be paid up to
19 Ten Thousand Dollars (\$10,000.00) from the Gross Settlement Amount. Any portion of the Class
20 Representative Service Award not awarded to the named Plaintiff shall be added to the Net
21 Settlement Amount.

22 10. "Complaint" means the operative First Amended Class and Representative Action
23 Complaint filed by Plaintiff Everett Alexander in this Action, for settlement purposes only.

24 11. "Counsel for Defendant" or "Defense Counsel" means Sarah E. Ross and Jannine E.
25 Kranz of the law firm Littler Mendelson, P.C.

26 12. "Court" means the Superior Court of the State of California, County of San Bernardino,
27 or any other court taking jurisdiction of the Action.

28 13. "Covered Period" means the period from November 1, 2020, through October 7, 2022.

1 14. “Defendant” means Defendant KBR Technical Services, Inc.

2 15. “Effective Date” means the date the Court’s order granting Settlement Approval and
3 entry of Final Judgment becomes final and is no longer appealable. For purposes of this Settlement
4 Agreement, “becomes final and is no longer appealable” shall mean the later of: (a) the day after the
5 last date by which a notice of appeal to the applicable Court of Appeal of the order and judgment
6 approving this Settlement Agreement may be timely filed and none is filed (*i.e.*, 61 days from notice
7 of entry of judgment); (b) if an appeal is filed, and the appeal is finally disposed of by ruling,
8 dismissal, denial, or in any other manner that confirms the validity of the order and judgment, the day
9 after the last date for filing a request for further review of the order and judgment approving this
10 Settlement Agreement passes, and no further review is requested; or (c) if an appeal is filed and the
11 order approving this Settlement Agreement is affirmed and further review of the order is requested,
12 the day after the review is finally resolved and the order and judgment approving this Settlement
13 Agreement is affirmed.

14 16. “Final Approval” means that the Final Approval Order has been entered by the Court.

15 17. “Gross Settlement Amount” means the amount of One Million Five Hundred
16 Thousand Dollars (\$1,500,000.00) to be paid by Defendant as a result of this Agreement. The
17 Gross Settlement Amount includes all Individual Settlement Payments to Participating Class
18 Members, the Class Representative Service Award to Plaintiff, Settlement Administration Costs to
19 the Settlement Administrator, the PAGA Settlement Amount (including LWDA payment), and
20 Class Counsel Award. In no event will Defendant (or any of the Released Parties) be required to pay
21 more than the Gross Settlement Amount, unless the escalator clause in Paragraph 57 is activated.

22 18. “Individual Settlement Payment” means the amount payable from the Net Settlement
23 Amount to each Participating Class Member.

24 19. “Judgment” means the Final Approval Order and Judgment entered by the Court in the
25 Action.

26 20. “Net Settlement Amount” means the balance of the Gross Settlement Amount
27 remaining after deduction of the approved Class Representative Service Award, Settlement
28 Administration Costs, the LWDA portion of the PAGA Payment, and Class Counsel Award. The

entire Net Settlement Amount is the maximum amount that will be available for distribution to Participating Class Members.

21. “Non-Participating Class Member” means a Class Member who submits a valid and timely Request for Exclusion.”

22. “Notice of Objection” means a Class Member’s written objection to the Settlement. A valid Notice of Objection should include: (a) the objector’s full name, signature, address, and telephone number; (b) a written statement of basis for the objection; and (c) any copies of papers, briefs, or documents upon which the objection is based. The Notice of Objection must be returned by mail to the Settlement Administrator at the specified address indicated in the Notice Packet and should be postmarked on or before the Response Deadline.

23. “PAGA Settlement Amount” means the portion of the Gross Settlement Amount that the Parties have agreed will be allocated to resolve all claims, penalties, and remedies under the Private Attorneys General Act of 2004 (Cal. Lab. Code § 2698, *et seq.*, “PAGA”). The amount of the PAGA Payment is subject to Court approval pursuant to California Labor Code § 2699(l). The Parties have agreed that Fifty Thousand Dollars (\$50,000.00) of the Gross Settlement Amount shall be allocated to the resolution of any Class Members’ claims arising under PAGA. Pursuant to the PAGA, seventy-five percent (75%), *i.e.*, the sum of Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00), of the PAGA Settlement Amount shall be paid to the California Labor and Workforce Development Agency (“LWDA”), and 25%, *i.e.*, the sum of Twelve Thousand Five Hundred Dollars (\$12,500.00), of the PAGA Settlement Amount shall be part of the Net Settlement Amount to be distributed to Participating Class Members. This settlement will be forwarded to the LWDA by the Settlement Administrator and any reallocation of settlement proceeds to increase the PAGA Settlement Amount will not constitute grounds by either party to void this Agreement, so long as the Gross Settlement Amount remains the same.

24. “Parties” means Plaintiff, on behalf of himself and Participating Class Members, and Defendant collectively.

25. “Participating Class Members” means all Class Members who do not submit a valid and timely Request for Exclusion, as well as all Settlement Aggrieved Employees.

1 26. “Preliminary Approval” means the Court’s order granting preliminary approval of the
2 Settlement.

3 27. “Qualifying Pay Periods” means (1) pay periods in which former and current
4 employees of Defendant, Centauri, LLC (also known as NTG), KBR Monterrey S.A. de C.V., and/or
5 Tech Staffing Resources, LLC in the state of California received one or more wage statements during
6 the Covered Period; and (2) pay periods in which current and former non-exempt employees of KBR
7 Wyle Services, LLC and/or KBR Services, LLC in the state of California received one or more wage
8 statements with overtime or double time pay during the Covered Period.

9 28. “Released Parties” means Defendant KBR Technical Services, Inc. and each and all of
10 its past and present parent, subsidiary, and affiliated corporations, entities, divisions, general and
11 limited partners, joint venturers and affiliates, including but not limited to Centauri, LLC (also
12 known as NTG), KBR Monterrey S.A. de C.V., Tech Staffing Resources, LLC, KBR Wyle Services,
13 LLC, KBR Services, LLC, and each of their respective current and former owners, directors, officers,
14 managers, employees, principals, members, agents, insurers, reinsurers, shareholders, attorneys,
15 advisors, representatives, general partners, limited partners, joint venturers, and affiliated companies,
16 and each of their respective executors, predecessors, successors, assigns and legal representatives.

17 29. “Request for Exclusion” means a valid, timely, written request by a Class Member
18 indicating a request to be excluded from the Settlement. The Request for Exclusion must: (a) clearly
19 state that the Class Member does not wish to be included in the Settlement; (b) set forth the name,
20 address, telephone number, and last four digits of the Social Security Number of the Class Member
21 requesting exclusion; (c) be signed by the Class Member; (d) be returned by mail to the Settlement
22 Administrator at the specified address indicated in the Notice Packet; and (e) be postmarked on or
23 before the Response Deadline. Any Request for Exclusion received shall apply solely to the Settled
24 Class Claims. There is no right to request exclusion from the Settled PAGA Claims.

25 30. “Response Deadline” means forty-five (45) days after the Settlement Administrator
26 initially mails the Notice Packet to Class Members, and the last date on which Class Members may
27 submit a Request for Exclusion.

28 31. “Settled Class Claims” means the following: all claims for penalties and damages,

1 including costs and attorneys' fees related thereto, predicated on claims alleged or could have been
2 alleged based on the facts as alleged in the Complaint, First Amended Complaint, and/or LWDA
3 Letter, including but not limited to from any and all known or unknown claims related in any way to
4 defective or inaccurate wage statements under any theory of law including California Labor Code
5 section 226, that accrued from November 1, 2020, through October 7, 2022, against the Released
6 Parties.

7 32. "Settled PAGA Claims" means the following: all claims for penalties, including costs
8 and attorneys' fees related thereto, predicated on PAGA claims alleged or could have been alleged
9 based on the facts as alleged in the Complaint, First Amended Complaint, and/or LWDA Letters,
10 including but not limited to any and all known or unknown claims related in any way to defective or
11 inaccurate wage statements under any theory of law that accrued from November 1, 2020, through
12 October 7, 2022, against the Released Parties.

13 33. "Settlement" means the agreement among the Parties to resolve the Action, as set forth
14 in this Stipulation.

15 34. "Settlement Administrator" means Phoenix Settlement Administrators. The Parties
16 each represent that they do not have any financial interest in the Settlement Administrator or
17 otherwise have a relationship with the Settlement Administrator that could create a conflict of
18 interest.

19 35. "Settlement Administration Costs" means the fees and expenses reasonably incurred by
20 the Settlement Administrator as a result of the procedures and processes expressly required by this
21 Agreement, which are estimated at Twenty-Five Thousand Dollars (\$25,000.00). Any portion of the
22 Settlement Administration Costs not used or approved by the Court shall be added to the Net
23 Settlement Amount.

24 36. "Settlement Aggrieved Employees" means (1) all former and current employees of
25 Defendant, Centauri, LLC (also known as NTG), KBR Monterrey S.A. de C.V., and/or Tech Staffing
26 Resources, LLC, in the state of California at any time during the Covered Period who received one or
27 more wage statements during the Covered Period; and (2) all non-exempt current and former
28

employees of KBR Wyle Services, LLC and/or KBR Services, LLC who worked in the state of California who received one or more wage statements with overtime or double time pay during the Covered Period.

37. “Settlement Payment Check” means the payment to Participating Class Members pursuant to this Settlement who do not submit a valid Request for Exclusion from the Settlement, which shall be mailed ten (10) business days after receipt of funds from Defendant as set forth in Paragraph 72.

RECITALS

38. This Settlement is made and entered into by and between Plaintiff and Defendant, and is subject to the terms and conditions hereof, and to the Court’s approval. The Parties expressly acknowledge that this Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant or the other Released Parties. The Released Parties deny that they are liable to Plaintiff or the Class Members and deny that they have violated any law.

39. On November 1, 2021, Plaintiff filed a notice with the LWDA alleging that Defendant violated Labor Code § 226, pursuant to Labor Code § 2699 (“PAGA Notice”). The PAGA Notice alleged that Defendant failed to identify its legal name and address on wage statements issued to employees, as well as the applicable hourly rates of pay when overtime and/or double time wages were paid.

40. On November 9, 2021, Plaintiff filed a class action complaint in the Superior Court of the State of California, County of San Bernardino, entitled *Everett Alexander v. KBR Technical Services, Inc.*, Case No. CIVSB2133085. The class action complaint alleges a single cause of action for violation of Labor Code § 226.

41. On January 5, 2022, Plaintiff filed a separate representative action complaint in the Superior Court of the State of California, County of San Bernardino, entitled *Everett Alexander v. KBR Technical Services, Inc.*, Case No. CIVSB2200363 (the “PAGA Action”). The representative action complaint alleges a single cause of action for violation of Labor Code § 2698, *et seq.*, the Private Attorneys General Act (“PAGA”). The PAGA cause of action is predicated on an underlying

1 violation of Labor Code § 226.

2 42. For settlement purposes only, within one week of the execution of this Agreement the
3 Parties will file a Stipulation for Leave for Plaintiff to File a First Amended Complaint in the
4 Action, incorporating the claims of the PAGA Action into the first-filed Action, modifying the
5 definitions of class members and aggrieved employees, and adding as defendants Centauri, LLC
6 (also known as NTG), KBR Monterrey S.A. de C.V., Tech Staffing Resources, LLC, KBR Wyle
7 Services, LLC, and KBR Services, LLC. The First Amended Complaint alleges two causes of action
8 for: (1) violation of Labor Code § 226; and (2) violation of Labor Code § 2698, *et seq.*, and is the
9 operative Complaint (“Complaint”). As alleged in the First Amended Complaint, Plaintiff seeks to
10 represent the Class Members and Settlement Aggrieved Employees. Plaintiff further seeks
11 damages, penalties, interest, attorneys’ fees, and costs. The Parties agree that the filing of the First
12 Amended Complaint is done for the sole purpose of obtaining the Court’s approval of this Settlement
13 Agreement. In the event the Court denies approval of the settlement, then Defendant does not agree
14 to any amendment of the Complaint and the First Amended Complaint shall be stricken, withdrawn,
15 and/or dismissed

16 43. Plaintiff’s counsel diligently investigated the proposed Class Members’ claims
17 against Defendant, including any and all applicable defenses and the applicable law, through the
18 exchange of informal discovery. After Plaintiff filed the initial complaint, the Parties agreed to
19 participate in private mediation.

20 44. In connection with the mediation, Defendant produced documents for Plaintiff’s
21 review, including copies of wage statements to putative Class Members. Defendant also produced
22 data relating to the number of Class Members and number of wage statements issued to each Class
23 Member, which allowed Plaintiff to conduct a full damage analysis.

24 45. On August 8, 2022, the Parties engaged in an all-day mediation session with neutral
25 Michael J. Loeb, Esq. After arm’s length negotiations with the assistance of Mr. Loeb, the Parties
26 reached the present class-wide Settlement.

27 46. The Parties recognize the risk, expense, and delay in continuing the Action, and
28 therefore believe the Settlement to be fair, reasonable, and adequate. Accordingly, the Parties desire

1 to settle, compromise, and discharge all disputes and claims arising from or relating to the Action.

2 **TERMS OF AGREEMENT**

3 47. Settlement Consideration. Defendant shall pay the sum of the Gross Settlement
4 Amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00) as specified in this
5 Agreement in full satisfaction of all claims arising from the Action, which shall be used to pay: (1)
6 Individual Settlement Payments; (2) Class Counsel Award; (3) Class Representative Service Award;
7 (4) Settlement Administration Costs to the Settlement Administrator; and (5) the PAGA Settlement
8 Amount (including LWDA payment). The Parties agree that this is a non-reversionary Settlement
9 and that no portion of the Gross Settlement Amount shall revert to Defendant. In no event will
10 Defendant, or any of the Released Parties be required to pay more than the Gross Settlement
11 Amount, unless the escalator clause in Paragraph 57 is activated.

12 48. Funding of the Gross Settlement Amount. Defendant shall fund the Gross Settlement
13 Amount within twenty-one (21) calendar days of the Effective Date into a Qualified Settlement Fund
14 (“QSF”) to be established by the Settlement Administrator. The QSF shall be an interest-bearing
15 account at a federally insured bank. The Parties agree that the QSF is intended to be a “Qualified
16 Settlement Fund” under Section 468B of the Internal Revenue Code and Treas. Reg. § 1.468B-1, 26
17 C.F.R. § 1.468B-1, *et seq.*, and will be administered by the Settlement Administrator as such. The
18 Parties agree to cooperate with the Settlement Administrator and one another to the extent reasonably
19 necessary to carry out the provisions of this paragraph.

20 49. Class Counsel Award. Defendant agrees not to oppose or impede any application or
21 motion by Class Counsel for attorneys’ fees of up to one-third (1/3) of the Gross Settlement Amount,
22 *i.e.*, the sum of Five Hundred Thousand Dollars (\$500,000.00), and costs in the amount of up to
23 Fifteen Thousand Dollars (\$15,000.00), which shall be paid from the Gross Settlement Amount. The
24 Settlement Administrator shall issue an IRS Form 1099 to Class Counsel reflecting the awarded
25 attorneys’ fees, costs, and expenses. Any portion of the Class Counsel Award not awarded to Class
26 Counsel shall be added to the Net Settlement Amount and shall be distributed to Class Members as
27 provided in this Agreement.

28 50. Service Award. Defendant agrees not to oppose or impede any application or motion

1 by Plaintiff for a Service Award of up to Ten Thousand Dollars (\$10,000.00). The Service Award
2 shall be paid from the Gross Settlement Amount and shall be paid in addition to Plaintiff's Individual
3 Settlement Payment as a Participating Class Member. The Settlement Administrator shall issue an
4 IRS Form 1099 to Plaintiff reflecting the Service Award. Plaintiff shall be solely and legally
5 responsible to pay any and all applicable taxes on his Service Award and shall hold harmless
6 Defendant and the other Released Parties from any claim or liability for taxes, penalties, or interest
7 arising as a result of the Service Award. Any portion of the Service Award not awarded to Plaintiff
8 shall be added to the Net Settlement Amount and shall be distributed to Class Members as provided
9 in this Agreement.

10 51. Settlement Administration Costs. The Settlement Administrator shall be paid for the
11 reasonable costs of administration of the Settlement from the Gross Settlement Amount, currently
12 estimated at Twenty-Five Thousand Dollars (\$25,000.00). These costs, which shall be paid from the
13 Gross Settlement Amount, shall include, *inter alia*, the required tax reporting on the Individual
14 Settlement Payments, the issuing of 1099 IRS Forms, establishing a Qualified Settlement Fund,
15 administering and distributing the Gross Settlement Amount and Class Counsel Award, and
16 providing necessary reports and declarations. Any portion of the Settlement Administration Costs not
17 allowed shall be added to the Net Settlement Amount and shall be distributed to Class Members as
18 provided in this Agreement.

19 52. PAGA Settlement Amount. Subject to Court approval, the Parties agree that the
20 amount of Fifty Thousand Dollars (\$50,000.00) of the Gross Settlement Amount shall be designated
21 for satisfaction of claims for civil penalties under the PAGA. The Settlement Administration shall
22 pay seventy-five percent (75%) of the PAGA Settlement Amount, *i.e.*, the sum of Thirty-Seven
23 Thousand Five Hundred Dollars (\$37,500.00), to the LWDA. The remaining twenty-five percent
24 (25%), *i.e.*, the sum of Twelve Thousand Five Hundred Dollars (\$12,500.00), shall be part of the Net
25 Settlement Amount to be distributed to Participating Class Members—as per this Agreement.

26 53. Calculation of Individual Settlement Payments. The Net Settlement Amount shall be
27 used to satisfy Individual Settlement Payments to Participating Class Members—in accordance with
28 the terms of this Agreement. The Settlement Administrator will allocate the Individual Settlement

1 Payments by distributing the Net Settlement Amount to the Class Members and Settlement
2 Aggrieved Employees on a pro-rata basis from two funds. The Net Settlement Amount will be
3 divided into a Class Amount and a PAGA Amount. The PAGA Amount will be 25% of the total
4 amount allocated for the satisfaction of claims for civil penalties under the PAGA, currently
5 estimated to total Twelve Thousand Five Hundred Dollars (\$12,500.00). The Class Amount will be
6 the remaining Net Settlement Amount after deduction of the PAGA Amount (currently estimated to
7 be \$900,000.00).

- 8 a. The Class Amount will be divided by the total number of Qualifying Pay
9 Periods for all Class Members during the Covered Period, which will result in
10 the "Pay Period Value." The Pay Period Value will be multiplied by the
11 number of Qualifying Pay Periods each Participating Class Member worked
12 during the Covered Period.
- 13 b. The PAGA Amount will be divided by the total number of Qualifying Pay
14 Periods for all Settlement Aggrieved Employees during the Covered Period,
15 which will result in the "PAGA Pay Period Value." The PAGA Pay Period
16 Value will be multiplied by the number of Qualifying Pay Periods each
17 Settlement Aggrieved Employee worked during the Covered Period.
- 18 c. Participating Class Members are entitled to 100% of the Net Settlement
19 Amount. Defendant maintains no reversionary right to any portion of the Net
20 Settlement Amount. If there are any timely submitted Requests for Exclusion,
21 the Settlement Administrator shall proportionately increase the Individual
22 Settlement Payments for each Participating Class Member so that the amount
23 actually distributed to Participating Class Members equals 100% of the Net
24 Settlement Amount.

25 54. Tax Treatment. One hundred percent (100%) of each Individual Settlement Payment
26 shall be allocated as payment for civil and statutory penalties as no claims in this action deal with
27 wages. The amount shall be reported on an IRS Form 1099. The Service Award shall be reported
28 on an IRS Form 1099. The Released Parties make no representation as to the tax treatment or legal

1 effect of the payments called for in this Agreement, and Plaintiff and Participating Class Members
2 are not relying on any statement, representation, or calculation by the Released Parties. Plaintiff
3 and Participating Class Members understand and agree that they will be solely responsible for the
4 payment of any taxes and penalties assessed on the payments described herein. Plaintiff, Class
5 Counsel, and Participating Class Members shall be solely and legally responsible for correctly
6 characterizing the payments they receive pursuant to this Agreement for tax purposes and for
7 paying any taxes on the amounts received.

8 55. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES
9 OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS
10 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”)
11 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND
12 NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES
13 OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR
14 SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE
15 CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED
16 STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED);
17 (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS OR HER
18 OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING
19 TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO
20 THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR
21 ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO
22 RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR
23 ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE
24 IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO
25 ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE
26 CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES
27 (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
28 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX

1 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION
2 CONTEMPLATED BY THIS AGREEMENT.

3 56. Issuance of Tax Forms. The Settlement Administrator shall be responsible for issuing
4 to Plaintiff, Participating Class Members, and Class Counsel any 1099 or other tax forms as may be
5 required by law for all amounts paid pursuant to this Agreement. All expenses and costs incurred
6 by, or at the direction of, the Settlement Administrator in connection with the operation and
7 implementation of this Settlement Agreement (including, without limitation, expenses of tax
8 attorneys and/or accountants and mailing and distribution costs and expenses relating to filing or
9 failing to file the informational and other tax returns described in this Agreement) shall be treated as,
10 and considered to be, costs of administration of this Settlement and thus part of the Administration
11 Costs.

12 57. Calculation of Gross Settlement Amount. The Gross Settlement Amount was
13 calculated with, and is premised on, Defendant's representation that Class Members and Settlement
14 Aggrieved Employees worked 31,028 Qualifying Pay Periods during the period covering November
15 1, 2020 to June 27, 2022. If the total number of Qualifying Pay Periods for the Class Members and
16 Settlement Aggrieved Employees from November 1, 2020 to June 27, 2022 is revealed to be more
17 than 10% higher than the estimated amount, Defendant shall have the option of either: (1)
18 increasing the Gross Settlement Amount by an amount in proportion to the percentage increase
19 above 10% (e.g., if the total number of pay periods increases by 12% above 31,028, then the Gross
20 Settlement Amount shall be increased by 2%); or (2) withdrawing from the Settlement. Should
21 Defendant elect to withdraw from the Settlement, Defendant shall notify Class Counsel in writing.

22 58. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
23 Participating Class Members under this Agreement, the Service Award made to Plaintiff, as well as
24 any other payments made pursuant to this Agreement, shall not be utilized to calculate any additional
25 benefits under any benefit plans to which Plaintiff or any Participating Class Members may be
26 eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase
27 plans, vacation plans, sick leave plans, PTO plans, and any other benefit plans. Rather, it is the
28 Parties' intention that this Settlement will not affect any rights, contributions, or amounts to which

any Participating Class Members may be entitled under any benefit plans. The Parties agree that any Individual Settlement Payment paid to Participating Class Members or the Service Award paid to Plaintiff under the terms of this Agreement do not represent any modification of Participating Class Members' or Plaintiff's previously credited hours of service or other eligibility criteria under any employee pension benefit plan, employee welfare benefit plan, or any other plan or program, sponsored by Defendant and/or the other Released Parties. Further, any Individual Settlement Payments or the Service Award paid hereunder shall not be considered "compensation" in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan, employee welfare benefit plan, or any other plan or program sponsored by Defendant.

59. Settlement Administration Process. The Parties agree to cooperate in the administration of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in the administration of the Settlement. The Settlement Administrator shall provide the following services: (a) calculate each Class Member's potential Individual Settlement Payment from the Net Settlement Amount and applicable withholdings; (b) prepare and mail the Notice of Settlement; (c) take appropriate steps to trace, update and locate any Class Member whose address or contact information as provided to the Settlement Administrator is inaccurate or outdated; (d) provide to Class Counsel and Defendant's counsel a weekly report of the progress and completion of tasks identified in this Agreement (though names or identifying information for individuals who opt out will not be provided to Class Counsel); (e) establish and maintain prior to disbursement all settlement funds in a qualified settlement fund; (f) issue and distribute all payments provided for in this Agreement, including the Individual Settlement Payments; and (g) report the payments made pursuant to this Agreement as required on a Form 1099 or other applicable forms.

60. Delivery of the Class List and Data. Within twenty-five (25) calendar days of Preliminary Approval, Defendant shall provide the Class List and Data to the Settlement Administrator.

61. Notice by First-Class U.S. Mail. Within ten (10) business days after receiving the Class List and Data from Defendant, the Settlement Administrator shall mail a Notice Packet to all

1 Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses
2 identified in the Class List.

3 62. Confirmation of Contact Information in the Class List. Prior to mailing, the Settlement
4 Administrator shall perform a search based on the National Change of Address Database for
5 information to update and correct for any known or identifiable address changes.

6 63. Distribution of the Class Notice Packets. All Class Members will be mailed a Class
7 Notice Packet. Each Class Notice Packet will provide: (1) information regarding the nature of the
8 Action; (2) a summary of the Settlement's principal terms; (3) the Class definition; (4) each Class
9 Member's estimated Individual Settlement Payment and the formula for calculating Individual
10 Settlement Payments, if they do not request to be excluded; and if they do request to be excluded (5)
11 the dates that comprise the Covered Period; (6) instructions on how to submit a valid Request for
12 Exclusion or Notice of Objection; (7) the deadlines by which the Class Member must submit a
13 Request for Exclusion or Notice of Objection to the Settlement; (8) the date for the final approval
14 hearing; and (9) the claims to be released. The Class Notice Packet will also inform Class Members
15 that, in order to receive the Individual Settlement Payment, they do not need to do anything except
16 keep the Settlement Administrator apprised of their current mailing addresses.

17 64. Re-Mailing of Returned Notices. Any Class Notice Packets returned to the Settlement
18 Administrator as non-deliverable on or before the Response Deadline shall be re-sent promptly via
19 regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement
20 Administrator shall indicate the date of such re-mailing on the Class Notice Packet. If no forwarding
21 address is provided, the Settlement Administrator shall promptly attempt to determine the correct
22 address using a skip-trace, or other search using the name, address and/or Social Security Number of
23 the Class Member involved, and shall then perform a re-mailing. Those Class Members who receive
24 a re-mailed Class Notice Packet shall have their Response Deadline extended by up to fifteen (15)
25 days from the original Response Deadline.

26 65. Request for Exclusion Procedures. Any Class Member may opt-out from the
27 Settlement by submitting a written Request for Exclusion to the Settlement Administrator
28 postmarked by the Response Deadline. A Request for Exclusion must: (1) contain the name, address,

1 telephone number, and the last four digits of the Social Security Number of the person requesting
2 exclusion; (2) clearly state that the Class Member does not wish to be included in the Settlement; (3)
3 be signed by the Class Member; (4) be returned by mail to the Settlement Administrator at the
4 specified address; and (5) be postmarked on or before the Response Deadline. The date of the
5 postmark shall be the exclusive means to determine whether a Request for Exclusion is timely. By
6 submitting such a Request for Exclusion, a Class Member shall be deemed to have exercised his or
7 her option to opt out of the Action and not be bound by this Agreement. Accordingly, a Class
8 Member that timely submits a valid Request for Exclusion will not be entitled to any payments under
9 this Settlement and will not be bound by the terms of the Settlement. Any Class Member who fails to
10 submit a valid and timely Request for Exclusion on or before the Response Deadline shall be deemed
11 a Participating Class Member and will be bound by all terms of the Settlement to the fullest possible
12 extent, if the Settlement is granted final approval by the Court. Upon request, the Settlement
13 Administrator shall provide Defendant's counsel with a complete list of all Class Members who have
14 timely submitted a Request for Exclusion.

15 66. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member
16 who does not affirmatively opt-out of the Settlement by submitting a valid and timely Request for
17 Exclusion shall be bound by all terms of the Settlement to the fullest possible extent, including those
18 pertaining to the Settled Class Claims and Settled PAGA Claims, as well as any Judgment that may
19 be entered by the Court.

20 67. No PAGA Opt-Out. The Parties acknowledge and agree that for purposes of the
21 Settlement, all Settlement Aggrieved Employees were allegedly aggrieved in the same manner
22 pursuant to Labor Code § 2698, et. seq., in that each Settlement Aggrieved Employee allegedly
23 suffered at least one of the alleged Labor Code violations asserted in the Complaint for which the
24 PAGA provides an available remedy. In light of the binding nature of a PAGA judgment on non-
25 party employees pursuant to *Arias v. Superior Ct. (Dairy)*, 46 Cal. 4th 969, and *Cardenas v. McLane*
26 *Foodservice, Inc.*, 2011 WL 379413 at *3 (C.D. Cal. Jan. 31, 2011), individuals otherwise meeting
27 the definition of Settlement Aggrieved Employees who exclude themselves from the Class
28 Settlement, nonetheless shall be bound by the Judgment of the Settled PAGA Claims and will receive

1 their proportionate share of the PAGA Settlement. All Settlement Aggrieved Employees shall be
2 bound by the Judgment entered herein and will have released the Settled PAGA Claims upon the
3 final approval of this Settlement and the payment of the Settlement Payment Check. A Non-
4 Participating Class Member will otherwise not participate in or be bound by the Settlement and the
5 Judgment. Defendant, Centauri, LLC, KBR Monterrey S.A. de C.V., Tech Staffing Resources, LLC,
6 KBR Wyle Services, LLC, KBR Services, LLC, will remain free to contest any claim brought by any
7 Class Member that would have been barred by this Agreement, and nothing in this Agreement will
8 constitute or be construed as a waiver of any defense Defendant, Centauri, LLC, KBR Monterrey
9 S.A. de C.V., Tech Staffing Resources, LLC, KBR Wyle Services, LLC, KBR Services, LLC, have
10 or could assert against such a claim.

11 68. Objection Procedures. Any Class Member who does not opt-out of this Settlement
12 shall be entitled to object to the Settlement. To object to the Settlement, a Class Member should
13 return by mail a written statement of objection to the Settlement Administrator at the specified
14 address by the Response Deadline. The Notice of Objection should include: (a) the objector's full
15 name, signature, address, and telephone number; (b) a written statement of the basis for the
16 objection; and (c) any copies of papers, briefs, or documents upon which the objection is based. Class
17 Members who have not submitted a Request for Exclusion will also have the right to appear at the
18 final approval hearing to have their objections heard by the Court, at their own expense. Any Class
19 Member who does not submit a Notice of Objection in compliance with this paragraph, or who does
20 not appear at the final approval hearing and present an oral objection to the Settlement, shall be
21 deemed to have waived any objection(s), shall be conclusively deemed a Participating Class
22 Member, and shall be precluded from making any objection (including by appeal or otherwise) to the
23 Settlement. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage
24 Class Members to submit written objections to the Settlement or appeal from the Order and
25 Judgment. Class Counsel shall not represent any Class Members with respect to any such objections
26 to this Settlement. Any Class Member who submits a valid Request for Exclusion shall not be
27 allowed to object to this Settlement.

28 69. Defendant's Right to Rescind. If more than five percent (5%) of the Class Members

1 opt out of the Settlement by submitting valid and timely Requests for Exclusion, the Defendant,
2 Centauri, LLC, KBR Monterrey S.A. de C.V., Tech Staffing Resources, LLC, KBR Wyle Services,
3 LLC, and/or KBR Services, LLC have the unilateral right to rescind the Settlement Agreement. The
4 Parties agree that they will not encourage any Class Member to object to the Settlement or to opt out.
5 If Defendant, Centauri, LLC, KBR Monterrey S.A. de C.V., Tech Staffing Resources, LLC, KBR
6 Wyle Services, LLC, and/or KBR Services, LLC exercises its/their option to rescind, Defendant,
7 Centauri, LLC, KBR Monterrey S.A. de C.V., Tech Staffing Resources, LLC, KBR Wyle Services,
8 LLC, and/or KBR Services, LLCs shall: (a) provide written notice to Class Counsel at least twenty-
9 one (21) calendar days prior to the final approval hearing, provided Defendant has been provided
10 notice of all such opt outs, and (b) pay all Settlement Administration Costs incurred by the
11 Settlement Administrator up to the date of the notice to rescind. In the event the Settlement is
12 terminated, the Parties shall proceed in all respects as if this Agreement had not been executed.

13 70. Settlement Administrator's Reports of Information. The Settlement Administrator
14 shall provide Defense Counsel and Class Counsel a weekly report which certifies the number of
15 Class Members who have submitted valid Requests for Exclusion. Additionally, the Settlement
16 Administrator will provide to counsel for both Parties any updated reports regarding the
17 administration of the Settlement as needed or requested. The Settlement Administrator shall also
18 forward to Parties' counsel and file with the Court any Notices of Objection received immediately
19 upon receipt. Further, if requested by Defendant's counsel, the Settlement Administrator shall
20 forward any Request for Exclusion to Defendant's counsel so that they can determine whether the
21 Request for Exclusion is valid and timely.

22 71. Settlement Administrator's Declaration of Due Diligence. Not later than 10 days before
23 the date by which the Plaintiff files the Motion for Final Approval of the Settlement, the Settlement
24 Administrator will provide the Parties with a declaration of due diligence for filing with the Court,
25 setting forth its compliance with its obligations under this Agreement and detailing the Requests for
26 Exclusion it received (including the numbers of valid and deficient requests) and any objections
27 received. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its
28 declaration of due diligence if any material changes occur from the date of the filing of its prior

1 declaration.

2 72. Distribution Timing of Individual Settlement Payments. Within ten (10) business days
3 of Defendant completing its funding the Gross Settlement Amount, the Settlement Administrator
4 shall issue payments to (1) Participating Class Members; (2) the Labor and Workforce Development
5 Agency; (3) Plaintiff; and (4) Class Counsel. The Settlement Administrator shall also issue a
6 payment to itself for services performed in connection with the Settlement.

7 73. Uncashed Settlement Payment Checks. Any checks issued by the Settlement
8 Administrator to Participating Class Members shall be negotiable for not less than one hundred and
9 eighty (180) days from the date of their issuance. This is a non-reversionary settlement. All
10 Settlement Payment Checks to Participating Class Members that remain un-cashed within one
11 hundred eighty (180) days of the mailing of Settlement Payment Checks by the Settlement
12 Administrator shall be paid out pursuant to California Code of Civil Procedure § 384 to the
13 following *cy pres* recipient: Warriors to Work program within the Wounded Warrior Project.

14 74. Certification of Completion. Upon completion of administration of the Settlement, the
15 Settlement Administrator shall provide a written declaration under oath to certify such completion to
16 the Court and counsel for all Parties.

17 75. Administration Costs if Settlement Fails or is Delayed. If an objection to the
18 Settlement is filed with the Court, regardless of the ultimate outcome of any appeals taken, or if the
19 Settlement is voided or rescinded, any costs incurred by the Settlement Administrator shall be borne
20 equally by Defendant and Plaintiff, unless otherwise specified in this Agreement.

21 76. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
22 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
23 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action,
24 cause of action or right herein released and discharged.

25 77. Release of Claims by Plaintiff. Upon the occurrence of the Effective Date, as a
26 condition to obtaining the Service Award Payment provided for herein, Plaintiff individually and on
27 his own behalf releases the Released Parties from any and all charges, complaints, claims, causes of
28 action, demands, disputes, damages, business expenses, attorneys' fees, costs, losses and liabilities of

any kind or nature whatsoever, known or unknown, suspected or unsuspected, asserted or unasserted, which Plaintiff, at any time heretofore, had or claimed to have or Plaintiff may have, including but not limited to any and all claims arising out of, relating to or resulting from his employment with Released Parties, including any claims arising under any federal, state or local law, statute, ordinance, rule or regulation or Executive Order relating to employment that occurred during the Covered Period ("Plaintiff's Released Claims"). Plaintiff acknowledges that he may discover facts or law different from, or in addition to the facts or law that he knows or believes to be true with respect to the claims and matters released by way of this Agreement and agrees, nonetheless, that this Agreement and the releases contained in it shall be and remain effective in all respects, notwithstanding such different or additional facts or the discovery of them. The Parties declare and represent that they intend this Agreement to be complete and not subject to any claim of mistake, and that the releases herein express full and complete releases, and that they intend that the releases herein shall be final and complete. The Parties execute this release with the full knowledge that this release of the Plaintiff's Released Claims covers all possible claims by Plaintiff against the Released Parties, to the fullest extent permitted by law. To the extent permitted by law, Plaintiff expressly waives his right to recovery of any type, including damages, penalties and attorneys' fees, in any administrative or court action, whether state or federal, and whether brought by Plaintiff or on Plaintiff's behalf, related in any way to the matters released herein. Notwithstanding the foregoing, this waiver and release of claims does not extend to any rights which as a matter of law cannot be waived and released by private agreement, including rights to sue to enforce this Agreement and rights to unemployment benefits and workers' compensation benefits. Plaintiff also generally releases all known and unknown claims and waives Civil Code Section 1542, which provides

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

However, the Equal Employment Opportunity Commission ("EEOC") or other governmental agency cannot be barred from pursuing a claim Plaintiff's behalf, although Plaintiff agrees that he is

1 releasing his right to any personal recovery from a claim brought by the EEOC or any other
2 governmental agency.

3 78. Release of Claims by Participating Class Members. Upon the Effective Date and
4 complete funding of the Gross Settlement Amount, for and in consideration of the mutual
5 promises, terms, and conditions by and between the Participating Class Members and Defendant
6 set forth herein, the sufficiency of which consideration is expressly acknowledged, the
7 Participating Class Members do hereby fully, finally, and forever release and discharge the
8 Released Parties, as follows:

- 9 a. Class Members who do not submit a valid and timely Request for Exclusion
10 release the Released Parties from any and all Settled Class Claims (i.e. all
11 claims for penalties and damages, including costs and attorneys' fees related
12 thereto, predicated on claims alleged or could have been alleged based on the
13 facts as alleged in the Complaint, First Amended Complaint, and/or LWDA
14 Letter, including but not limited to from any and all known or unknown claims
15 related in any way to defective or inaccurate wage statements under any theory
16 of law including California Labor Code section 226, that accrued from
17 November 1, 2020, through October 7, 2022, against the Released Parties).
- 18 b. Settlement Aggrieved Employees release the Released Parties from any and all
19 Settled PAGA Claims (i.e. all claims for penalties, including costs and
20 attorneys' fees related thereto, predicated on PAGA claims alleged or could
21 have been alleged based on the facts as alleged in the Complaint, First
22 Amended Complaint, and/or LWDA Letters, including but not limited to from
23 any and all known or unknown claims related in any way to defective or
24 inaccurate wage statements under any theory of law that accrued from
25 November 1, 2020, through October 7, 2022, against the Released Parties).
- 26 c. Nothing in this Agreement shall be construed to require Participating Class
27 Members to waive or release rights which may not be waived or released as a
28 matter of applicable law. This release is final and binding on all Participating

1 Class Members.

2 79. Class Counsel Release. As of the date the Judgment becomes Final, and except as
3 otherwise provided by this Agreement and the Judgment, Class Counsel and any counsel associated
4 with Class Counsel waive any claim to costs and attorneys' fees and expenses against the Released
5 Parties arising from or related to the Action.

6 80. Nullification of Settlement. In the event that the Settlement does not become final for
7 any reason, then this Agreement, and any documents generated to bring it into effect, shall be null
8 and void. Any order or judgment entered by the Court in furtherance of this Agreement shall likewise
9 be treated as void from the beginning.

10 81. Disputes Regarding Individual Settlement Payments. In the event that Class Members
11 have a dispute as to the data provided by the Defendant, Class Members will have the opportunity to
12 provide documentation and/or an explanation. Absent evidence rebutting Defendant's records,
13 Defendant's records will be presumed determinative. If there is a dispute, the Settlement
14 Administrator will consult with the Parties to determine whether an adjustment is warranted. The
15 Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual
16 Settlement Payments under the terms of this Agreement, and that determination shall be binding.

17 82. Disputes Regarding Administration of Settlement. Any disputes not resolved by the
18 Settlement Administrator concerning the administration of the Settlement will be resolved by the
19 Court under the laws of the State of California. Prior to any such involvement of the Court, counsel
20 for the Parties will confer in good faith to resolve the disputes without the necessity of involving the
21 Court.

22 83. Preliminary Approval Hearing. Plaintiff shall obtain a hearing before the Court to
23 request the Preliminary Approval of the Settlement, and the entry of a Preliminary Approval Order:
24 (i) approving of the proposed Settlement, and (ii) setting a date for a Final Approval/Settlement
25 Fairness Hearing. Class Counsel shall be responsible for drafting all documents necessary to obtain
26 Preliminary Approval and will notify the LWDA of the Settlement. Class Counsel will provide a
27 draft of the Motion for Preliminary Approval to Defendant's counsel at least five business days in
28 advance of filing for review and comment. Any disagreement among the Parties concerning the Class

1 Notice, the proposed orders, or other documents necessary to implement the Settlement that the
2 Parties cannot resolve through good faith meet and confer efforts will be referred to the mediator for
3 resolution. The Preliminary Approval Order shall provide for the Class Notice Packet to be sent to
4 all Class Members as specified herein. In conjunction with the Preliminary Approval hearing,
5 Plaintiff shall submit this Agreement, which sets forth the terms of this Settlement, and will include
6 the proposed Class Notice Packet, attached to this Agreement as **Exhibit A**. If the Court declines to
7 approve the Settlement or approves it conditional on modifications to the settlement terms, the
8 Parties shall work in good faith to modify the settlement terms to obtain approval, provided that the
9 material terms of the Settlement are not affected.

10 84. Final Settlement Approval Hearing. Upon expiration of the deadlines to submit
11 Requests for Exclusion or Notices of Objections to the Settlement, and with the Court's permission, a
12 Final Approval/Settlement Fairness Hearing shall be conducted to determine the Final Approval of
13 the Settlement along with the amounts properly payable for: (i) Individual Settlement Payments; (ii)
14 the PAGA (including LWDA) Payment; (ii) the Class Counsel Award; (iii) the Service Award; and
15 (iv) Settlement Administration Costs. Class Counsel will be responsible for drafting all documents
16 necessary to obtain final approval. Class Counsel will provide a draft of the Motion for Final
17 Approval to Defendant's counsel at least five business days in advance of filing for review and
18 comment. Any disagreement among the Parties concerning the moving papers, the proposed orders,
19 or other documents necessary to implement the Settlement that the Parties cannot resolve through
20 good faith meet and confer efforts will be referred to the mediator for resolution. Class Counsel will
21 also be responsible for drafting the attorneys' fees and costs application to be heard at the Final
22 Approval Hearing.

23 85. Entry of Judgment and Continued Jurisdiction of the Court. Concurrent with the
24 Motion for Final Approval, the Parties shall also jointly seek the entry of Judgment consistent with
25 the terms of this Agreement. After entry of the Judgment, the Court shall have continuing jurisdiction
26 under CCP section 664.6 solely for purposes of addressing: (i) the interpretation and enforcement of
27 the terms of the Settlement, (ii) Settlement administration matters, and (iii) such post-Judgment
28 matters as may be appropriate under court rules or as set forth in this Agreement.

1 86. Vacating, Reversal, or Material Modification of Judgment on Appeal or Review. If,
2 after a notice of appeal, a petition for review, or a petition for certiorari, or any other motion, petition,
3 or application, the reviewing Court vacates, reverses, or modifies the Judgment such that there is a
4 material modification to the Settlement (including, but not limited to, the scope of release to be
5 granted by Participating Class Members), and that Court's decision is not completely reversed and
6 the Judgment is not fully affirmed on review by a higher Court, then the Parties shall work together
7 in good faith to address any concerns raised by the reviewing Court and propose a revised Settlement
8 for the approval of the Court not later than fourteen days after the reviewing Court's decision
9 vacating, reversing, or materially modifying the Judgment. A vacation, reversal, or modification of
10 the Court's award of the Class Representative Service Award or the Class Counsel Award will not
11 constitute a vacation, reversal, or material modification of the Judgment within the meaning of this
12 paragraph, provided that Defendant's obligation to make payments under this Settlement will remain
13 limited by the Gross Settlement Amount.

14 87. Dismissal of PAGA Action. Upon final approval of the Settlement, the Parties agree to
15 the dismissal of the PAGA Action, *Everett Alexander v. KBR Technical Services, Inc.*, pending in
16 San Bernardino County Superior Court, Case No. CIVSB2200363. Plaintiff will file a request for
17 dismissal of the PAGA Action with prejudice.

18 88. Exhibits Incorporated by Reference. The terms of this Agreement include the terms set
19 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
20 herein. Any Exhibits to this Agreement are an integral part of the Settlement.

21 89. Confidentiality. The Parties and their counsel agree that they will not issue any press
22 releases, initiate any contact with the press, respond to any press inquiry or have any communication
23 with the press, including with Verdicts and Settlements, about the fact, amount, or terms of the
24 Settlement. In addition, the Parties and their counsel agree that they will not engage in any
25 advertising or distribute any marketing materials relating to the Settlement of this case, including, but
26 not limited to, any postings on any websites maintained by Class Counsel. Further, Class Counsel
27 and Plaintiff agree not to issue press releases or initiate any public statements regarding the
28 Settlement, including but not limited to in the media or on the Internet, with the exception of the

1 Class Notice or unless the Court requires that judgment be posted online, for example, on the
2 Settlement Administrator's website. This provision shall not prohibit Class Counsel from
3 communicating with Class Members at any time regarding the Settlement. This provision also does
4 not limit Class Counsel from complying with ethical obligations. This section does not prohibit
5 disclosure of the Settlement with the Court or Settlement Administrator for purposes of obtaining
6 approval of the Settlement. Notwithstanding anything to the contrary in this paragraph or elsewhere
7 in this Agreement, Defendant shall be permitted to make such disclosures regarding this case and
8 settlement as it deems necessary or appropriate for purposes of corporate reporting, and/or complying
9 with applicable securities laws or as otherwise required by law.

10 90. Entire Agreement. This Agreement and any attached Exhibits and the Individual
11 Settlement Agreement and Release constitute the entirety of the Parties' Settlement terms. No other
12 prior or contemporaneous written or oral negotiations or agreements may be deemed binding on the
13 Parties.

14 91. Disputes Regarding Language of Final Settlement Agreement. If the Parties have a
15 dispute with regard to the language of the Agreement, the Parties agree to first informally resolve the
16 dispute by engaging Michael J. Loeb, Esq. to mediate such dispute. The Parties also intend this
17 Agreement to be binding and enforceable, pursuant to Code of Civil Procedure § 664.6.

18 92. Amendment or Modification. This Agreement may be amended or modified only by a
19 written instrument signed by the Parties, the Parties counsel, or their successors-in-interest.

20 93. Authorization to Enter Into Agreement. Counsel for all Parties warrant and represent
21 they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to
22 take all appropriate actions required or permitted to be taken by the Parties pursuant to this
23 Agreement to effectuate its terms and to execute any other documents required to effectuate the terms
24 of this Agreement. The Parties and their counsel will cooperate with each other and use their best and
25 good-faith efforts to effect the implementation of the Settlement. If the Parties are unable to reach
26 agreement on the form or content of any document needed to implement the Settlement, or on any
27 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the
28 Parties may seek the assistance of the Court to resolve such disagreement.

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

3 95. California Law Governs. All terms of this Agreement and Exhibits hereto shall be
4 governed by and interpreted according to the laws of the State of California.

5 96. Execution and Counterparts. This Agreement is subject only to the execution of all
6 Parties. However, the Agreement may be executed in one or more counterparts. All executed
7 counterparts and each of them, including facsimile and scanned copies of the signature page, shall be
8 deemed to be one and the same instrument provided that counsel for the Parties shall exchange
9 among themselves original signed counterparts.

10 97. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
11 Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this
12 Settlement after arm's-length negotiations, mediation, and in the context of adversarial litigation,
13 taking into account all relevant factors, present and potential. The Parties further acknowledge that
14 they are each represented by competent counsel and that they have had an opportunity to consult with
15 their counsel regarding the fairness and reasonableness of this Agreement.

16 98. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
17 the Court shall first attempt to construe the provision as valid to the fullest extent possible consistent
18 with applicable precedents so as to define all provisions of this Agreement valid and enforceable.
19 Any invalid, illegal, or unenforceable provision determined by the Court shall in no way affect any
20 other provision if Defendant's Counsel and Class Counsel, on behalf of the Parties and the
21 Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable
22 provision had never been included in this Agreement.

23 99. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however, that
24 Plaintiff or Class Counsel may appeal any reduction in the Class Counsel's Award below the amount
25 Class Counsel requests, and either Party may appeal any order that materially alters the Agreement's
26 terms.

27 100. Plaintiff's Waiver of Right to Be Excluded. Plaintiff agrees to sign this Settlement
28 Agreement and, by signing this Settlement Agreement, is hereby bound by the terms herein. For

1 good and valuable consideration, Plaintiff further agrees that he shall not request to be excluded from
2 the Settlement Agreement. Any such request for exclusion by Plaintiff shall be void and of no force
3 or effect. Efforts by Plaintiff to circumvent the terms of this Paragraph shall be void and of no force
4 or effect.

5 101. Class Action Certification for Settlement Purposes Only. The Parties are agreeing to
6 class certification for settlement purposes only. This Agreement shall not constitute, in this or any
7 other proceeding, an admission of any kind by Defendant, including without limitation, that
8 certification of a class for trial or any other purpose is appropriate or proper or that Plaintiff or any
9 Class Member can establish any of the requisite elements for class treatment of any of the claims in
10 this Action. If, for any reason, the Settlement is not finally approved, this Agreement will be void and
11 the Parties will be restored to their respective positions in the lawsuit as if they had not entered into
12 this Agreement. The Parties further agree that this Agreement, the final stipulation of Settlement, or
13 any documents or orders issued related to this Settlement will not be admissible, other than according
14 to the Settlement's terms, in this or any other proceeding as evidence that either: (i) a class action
15 should be certified, or (ii) the Released Parties are liable to Plaintiff or any Class Member.

16 102. Non-Admission of Liability. The Parties enter into this Agreement to resolve the
17 dispute that has arisen between them and to avoid the burden, expense, and risk of continued
18 litigation. By entering into this Agreement, Defendant does not admit, and specifically denies, it has
19 violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant
20 to any statute or any other applicable laws, regulations, or legal requirements; breached any contract;
21 violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any
22 other unlawful conduct with respect to its employees. Neither this Agreement, nor any of its terms or
23 provisions, nor any of the negotiations connected with it, shall be construed as an admission or
24 concession by the Released Parties of any such violations or failures to comply with any applicable
25 law, regulation, or legal requirement. Except as necessary in a proceeding to enforce the terms of this
26 Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence
27 in any action or proceeding to establish any liability or admission of any nature on the part of the
28 Released Parties, or to establish the existence of any condition constituting a violation of, or a non-

1 compliance with, federal, state, local, or other applicable law.

2 103. Captions. The captions and paragraph and section numbers in this Agreement are
3 inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or
4 intent of the provisions of this Agreement.

5 104. Waiver. No waiver of any condition or covenant contained in this Agreement or failure
6 to exercise a right or remedy by any of the Parties hereto shall be considered to imply or constitute a
7 further waiver by such party of the same or any other condition, covenant, right, or remedy.

8 105. Enforcement Actions. In the event that one or more of the Parties institutes any legal
9 action or other proceeding against any other Party or Parties to enforce the provisions of this
10 Settlement, or to declare rights and/or obligations under this Settlement, the prevailing Party or
11 Parties shall be entitled to recover from the non-prevailing Party or Parties reasonable attorneys' fees
12 and costs, including expert witness fees incurred in connection with any enforcement actions.

13 106. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
14 conditions of this Agreement. Accordingly, this Agreement shall not be construed more strictly
15 against one Party than another merely by virtue of the fact that it may have been prepared by counsel
16 for one of the Parties, it being recognized that, because of the arm's-length negotiations between the
17 Parties, all Parties have contributed to the preparation of this Agreement.

18 107. Representation by Counsel. The Parties acknowledge that they have been represented
19 by counsel throughout all negotiations that preceded the execution of this Agreement, and that this
20 Agreement has been executed with the consent and advice of counsel. Further, Plaintiff and Class
21 Counsel warrant and represent that there are no liens on the Agreement.

22 108. Cooperation and Execution of Necessary Documents. All Parties shall cooperate in
23 good faith and execute all documents to the extent reasonably necessary to effectuate the terms of
24 this Agreement.

25 109. Binding Agreement. The Parties warrant that they understand and have full authority
26 to enter into this Agreement, and further intend that this Agreement shall be fully enforceable and
27 binding on all Parties and agree that it shall be admissible and subject to disclosure in any proceeding
28 to enforce its terms.

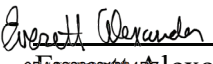
IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendant as of the date(s) set forth below:

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

DocuSigned by:

Dated: 11/8/2022


Everett Alexander

DEFENDANT

KBR Technical Services, Inc.

Dated: 11/10/2022



By: Daniel Lenhoff

Its: Senior Counsel

APPROVED AS TO FORM AND CONTENT

Dated: November 8, 2022

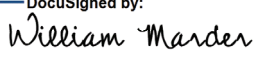
DIVERSITY LAW GROUP, P.C.

By: 
Larry W. Lee
Kristen M. Agnew
Nicholas Rosenthal
Attorneys for Plaintiff and the Class

Dated: 11/8/2022

POLARIS LAW GROUP

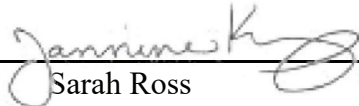
DocuSigned by:


By: William Marder

William L. Marder
Attorneys for Plaintiff and the Class

Dated: November 18, 2022

LITTLER MENDELSON, P.C.

By: 

Sarah Ross

Jannine Kranz

Attorneys for Defendant KBR Technical Services, Inc.

EXHIBIT A

Everett Alexander v. KBR Technical Services, Inc.
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO
(CASE NO. CIVSB2133085)

NOTICE OF CLASS ACTION SETTLEMENT (“NOTICE”)

IF YOU ARE A:

- CURRENT OR FORMER CALIFORNIA EMPLOYEE OF KBR TECHNICAL SERVICES, INC., CENTAURI, LLC (ALSO KNOWN AS NTG), KBR MONTERREY S.A. DE C.V. AND/OR TECH STAFFING RESOURCES, LLC IN THE STATE OF CALIFORNIA AT ANY TIME FROM NOVEMBER 1, 2020, THROUGH OCTOBER 7, 2022 (the “Covered Period”), AND RECEIVED ONE OR MORE WAGE STATEMENTS DURING THIS TIME; or
- NON-EXEMPT CURRENT OR FORMER EMPLOYEE OF KBR WYLE SERVICES, LLC AND/OR KBR SERVICES, LLC IN THE STATE OF CALIFORNIA AT ANY TIME FROM NOVEMBER 1, 2020, THROUGH OCTOBER 7, 2022, AND RECEIVED ONE OR MORE WAGE STATEMENTS WITH OVERTIME OR DOUBLE TIME PAY DURING THIS TIME (the “Class”);

YOU MAY BE ELIGIBLE TO RECEIVE MONEY AS PART OF A SETTLEMENT

The San Bernardino County Superior Court (“Court”) authorized this Notice to be sent by Phoenix Settlement Administrators (“Settlement Administrator”). This is not an advertisement. This is not a solicitation from a lawyer.

«BarcodeString»

SIMID «SIMID»

ATTN: «FirstName» «LastName»

«Address1» «Address2»

«City» «Abbrev» «Zip»

**YOU ARE ESTIMATED TO RECEIVE
APPROXIMATELY
\$«MERGED_EstSettAmnt_CALC»
THROUGH THIS CLASS ACTION
SETTLEMENT**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

You Can DO NOTHING

You will receive a payment from the settlement. If you do nothing, you continue your participation in this lawsuit, and you will be impacted by the outcome of this case. You will receive a settlement payment; however, you will **lose** any rights to sue KBR Technical Services, Inc. (“KBR”), Centauri, LLC (also known as NTG), KBR Monterrey S.A. de C.V., Tech Staffing Resources, LLC, KBR Wyle Services, LLC, and/or KBR Services, LLC (collectively, “Defendants”) separately for the same legal claims made in the lawsuit. The estimated amount of your settlement payment is shown above. To receive your settlement payment, all you need to do is keep the Settlement Administrator informed of your current mailing address. Once the Court grants final approval of the settlement, the Settlement Administrator will mail your check to the address on file for you.

You Can ASK TO BE EXCLUDED FROM THE SETTLEMENT (Deadline: _____, 2022)	If you ask to be excluded from the settlement, you will get no payment from the settlement, aside from the “PAGA Amount” (described below), but you will keep any rights to sue Defendants separately for the same legal claims made in this lawsuit other than penalty claims premised on California’s Private Attorneys General Act, Labor Code § 2698, <i>et seq.</i>
You Can OBJECT TO THE SETTLEMENT (Deadline: _____, 2022)	If you do not like the settlement, you can send a written objection to the Settlement Administrator by the deadline or personally appear at the final approval hearing. If your objection is overruled by the Court, you will still be bound by the terms of the settlement and will receive a settlement payment. Important: If you object to the settlement, you cannot also ask to be excluded.

THESE RIGHTS AND OPTIONS—AND THE DEADLINES TO EXERCISE THEM—ARE EXPLAINED IN THIS NOTICE.

The Court is in charge of this lawsuit and still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after appeals, if any, are resolved. **Please be patient.**

1. Why Should You Read this Notice?

You should read this Notice because you may be entitled to money from a class action settlement.

2. What is this Lawsuit About?

On November 1, 2021, Plaintiff notified the Labor Workforce Development Agency (“LWDA”) of his intent to file an action under California’s Private Attorneys General Act, California Labor Code § 2698 *et seq.* (“PAGA”) against KBR. Plaintiff allowed the LWDA an opportunity investigate his claim as required by the Labor Code. The LWDA took no action in response to Plaintiff’s notice.

On November 9, 2021, Plaintiff filed a lawsuit on behalf of himself and all allegedly similarly situated individuals against KBR in the Superior Court of the State of California, County of San Bernardino (Case No.CIVSB2133085) asserting a cause of action for penalties under California Labor Code section 226 on the grounds that KBR allegedly failed to provide accurate wage statements to employees. On [REDACTED], 2022, Plaintiff filed a First Amended Complaint alleging an additional cause of action on behalf of himself and all allegedly similarly situated individuals asserting an additional cause of action for penalties under PAGA on the grounds that KBR allegedly failed to provide accurate wage statements to employees. Plaintiff also alleged in the First Amended Complaint that KBR’s affiliates Centauri, LLC (also known as NTG), KBR Monterrey S.A. de C.V., Tech Staffing Resources, LLC, KBR Wyle Services, LLC, KBR Services, LLC, are defendants and failed to provide accurate wage statements to its current and former employees (collectively, KBR and these entities are “Defendants”). This lawsuit, including the Complaint and First Amended Complaint, are the “Action.”

Defendants deny and dispute all such claims. Specifically, Defendants contend that they complied with California’s wage statement requirements; that Defendants are not liable for any of the penalties claimed or that could be claimed in the Action; and that the Action cannot be maintained as a class action.

3. Why is There a Settlement?

The Court did not decide in favor of Plaintiff or Defendants. Plaintiff thinks he could have won at trial. Defendants thinks that they would have won at trial. But there was no trial. Instead, both parties agreed to a settlement. That way, they avoid the risks and cost of litigation, and the individuals potentially affected will get compensation. The class representative and the attorneys think the settlement is best for class members.

4. How Do I Know If I Am Part of the Settlement?

The Court has decided that the following individuals are class members: (1) all former and current employees of KBR, Centauri, LLC (also known as NTG), KBR Monterrey S.A. de C.V., and/or Tech Staffing Resources, LLC in the state of California at any time during the Covered Period who received one or more wage statements during the Covered Period and who do not opt-out of the settlement; and (2) all non-exempt current and former employees of KBR Wyle Services, LLC and/or KBR Services, LLC who worked in the state of California at any time during the Covered Period who received one or more wage statements with overtime or double time pay during the Covered Period and who do not opt-out of the settlement (the “Class”). If you received this Notice you are a member of the Class.

5. What Does the Settlement Provide?

The proposed settlement provides for a cash payment by KBR in the amount of \$1,500,000.00 to fully and finally resolve all claims in the lawsuit (referred to as the “Gross Settlement Amount”). The total amount to be distributed to class members who can be located, and who do not exclude themselves from the settlement, will be the Gross Settlement Amount minus the following (the “Net Settlement Amount”): (a) settlement administration costs not to exceed \$25,000.00; (b) class representative service award to Plaintiff not to exceed \$10,000.00 for his work and efforts in prosecuting this cases, and for undertaking the risks of costs (in the event the outcome was not favorable); (c) Class Counsel’s attorneys’ fees not to exceed \$500,000.00; (d) Class Counsel’s actual litigation costs and expenses as supported by declaration not to exceed \$15,000.00; and (e) payment of \$37,500.00 to the Labor and Workforce Development Agency (“LWDA”). **Class Counsel’s attorneys’ fees and costs remain subject to Court approval.**

The proposed settlement also provides that a portion of the penalties allocated to the claims brought under the Private Attorneys General Act (“PAGA”), Cal. Labor Code § 2698, *et seq.*, will be distributed to class members even if they request exclusion. The “PAGA Amount” will be 25% of the total amount allocated for the satisfaction of claims for civil penalties under the PAGA, currently estimated to total Twelve Thousand Five Hundred Dollars (\$12,500.00).

No portion of the Net Settlement Amount will be returned to KBR under any circumstances. Instead any unclaimed portions will be distributed to a court approved charitable organization.

6. How Much Will My Payment Be?

Your estimated share of the settlement is shown on the first page of this notice. The amount you are to receive is based on the number of Qualifying Pay Periods you worked during the period of November 1, 2020, through October 7, 2022. Qualifying Pay Periods” means (1) pay periods in which former and current employees of KBR, Centauri, LLC (also known as NTG), KBR Monterrey S.A. de C.V., and/or Tech Staffing Resources, LLC in the state of California received one or more wage statements during the Covered Period; and (2) pay periods in which current and former non-exempt employees of KBR Wyle Services, LLC and/or KBR Services, LLC in the state of California received one or more wage statements with overtime or double time pay during the Covered Period

According to the records, the number of Qualifying Pay Periods you worked during the relevant time period is determined to be **. If this information appears correct, you do not need to do anything further to receive your settlement payment. If you disagree with the number of pay periods, see below (Question 8).]

7. How Do I Receive a Payment?

To qualify for payment, you need not do anything. The Settlement Administrator will mail you a check within approximately one hundred days after the Court enters a judgment based on this settlement, but possibly later depending on whether there is any appeal of the judgment entered by the Court.

8. What If I Believe the Information is Inaccurate?

If you believe the number of Qualifying Pay Periods you worked is inaccurate, you may dispute it by sending a letter to [Settlement Administrator] [ADMINISTRATOR'S ADDRESS] no later than [redacted], 2022. Be sure to include your name, address, telephone number, last four digits of your Social Security Number, and a statement as to what and why you are disputing. Also attach a copy of any documentation you want to include to support your dispute.

9. What Am I Giving Up to Receive a Settlement Payment?

Unless you request to be excluded from the settlement, you remain a part of the settlement class, and that means you cannot sue, continue to sue, or be part of any other lawsuit against KBR or the other Released Parties for any legal claims based on the subject matter of this settlement. Specifically, you will be giving up or “releasing” the claims summarized below, as fully defined within the Parties’ Settlement Agreement.

Settled Class Claims

- All claims for penalties and damages, including costs and attorneys’ fees related thereto, predicated on claims alleged or could have been alleged based on the facts as alleged in the Complaint, First Amended Complaint, and/or LWDA Letter, including but not limited to any and all known or unknown claims related in any way to defective or inaccurate wage statements under any theory of law including California Labor Code section 226, that accrued from November 1, 2020, through October 7, 2022, against the Released Parties.

Settled PAGA Claims

- All claims for penalties, including costs and attorneys’ fees related thereto, predicated on PAGA claims alleged or could have been alleged based on the facts as alleged in the Complaint, First Amended Complaint, and/or LWDA Letters, including but not limited to any and all known or unknown claims related in any way to defective or inaccurate wage statements under any theory of law that accrued from November 1, 2020, through October 7, 2022, against the Released Parties.

The Released Parties are defined as: Defendant KBR Technical Services, Inc. and each and all of its past and present parent, subsidiary, and affiliated corporations, entities, divisions, general and limited partners, joint venturers and affiliates, including but not limited to Centauri, LLC (also known as NTG), KBR Monterrey S.A. de C.V., Tech Staffing Resources, LLC, KBR Wyle Services, LLC, KBR Services, LLC, and each of their respective current and former owners, directors, officers, managers, employees, principals, members, agents, insurers, reinsurers, shareholders, attorneys, advisors, representatives, general partners, limited partners, joint venturers, and affiliated companies, and each of their respective executors, predecessors, successors, assigns and

legal representatives).

10. How Do I Exclude Myself from the Settlement?

To exclude yourself from the settlement (also referred to as a “Request for Exclusion” or an “opt-out”), you must mail a letter to the Settlement Administrator saying that you want to be excluded from the *Everett Alexander v. KBR Technical Services, Inc.* settlement.

Be sure to include your name, address, telephone number, last four digits of your Social Security Number, and your signature. You must mail your exclusion letter postmarked no later than [REDACTED], 2022, to the Settlement Administrator at [REDACTED].

If you submit a timely and valid Request for Exclusion” request, you will no longer be a member of the class and you will not receive any money from the settlement (except for that portion of the settlement allocated to PAGA penalty payments – *i.e.*, the PAGA Settlement Amount), or be able to object to the settlement, but you will not be legally bound by anything that happens in this lawsuit. You will keep any rights to sue (or continue to sue) KBR or any of the other Released Parties in the future for the same legal claims made in this lawsuit, at your own expense, with the exception of the Settled PAGA Claims (below).

- All claims for penalties, including costs and attorneys’ fees related thereto, predicated on PAGA claims alleged or could have been alleged based on the facts as alleged in the Complaint, First Amended Complaint, and/or LWDA Letters, including but not limited to from any and all known or unknown claims related in any way to defective or inaccurate wage statements under any theory of law that accrued from November 1, 2020, through October 7, 2022, against the Released Parties.

11. How Do I Tell the Court that I Don’t Believe that the Settlement is Fair?

As a class member, you can object to the settlement if you believe that the settlement is unfair or inadequate. You can give reasons why you think the Court should not approve the settlement. If you object and follow the procedures set out in this section, your objection will be considered.

If you decide to object to the proposed settlement, you may do so in writing to the Settlement Administrator. You may also object by appearing at the final approval hearing for the settlement, either in person or through an attorney at your own expense. (*See* Question 14.) Regardless of whether you submitted a timely written objection to the Settlement Administrator, you may appear in person at the final approval hearing in order to object.

All written objections should be signed by you and should include: (1) your full name, address, and telephone number; (2) a written statement of the basis for your objection; and (3) any copies of papers, briefs, or documents upon which the objection is based. You must mail your objection postmarked no later than [REDACTED], 2022, to the Settlement Administrator at Settlement Administrator at [REDACTED].

12. What is the Difference Between Objecting and Excluding?

Objecting is simply telling the Court that you don’t like something about the settlement. You can object only if you stay in the class. Excluding yourself, on the other hand, is telling the Court that you don’t want to be part of the class. If you exclude yourself, you have no basis to object because the case no longer affects you. However, if you file an objection, you will still receive settlement benefits under the settlement if it is approved by the Court. If the Court approves the settlement, you will receive your portion of the PAGA Settlement Amount regardless of whether you object or exclude yourself.

13. Do I Have a Lawyer in this Case?

The Court decided that the law firms of Diversity Law Group and Polaris Law Group, both of which represent the Plaintiff, are also qualified to represent you and all class members. You will not be charged for these lawyers. These law firms are referred to as “Class Counsel.” If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How Will the Attorneys for the Class and the Class Representatives be Paid?

The attorneys for the Plaintiff and the class will be paid from the Gross Settlement Amount. Class Counsel will ask for up to \$500,000.00 in attorneys’ fees and for actual litigation costs incurred up to a maximum of \$15,000.00, the actual amount of which will be determined by the Court at the final approval hearing (see Question 16 below for details as to when this hearing will take place). Class members (like you) do not have to pay the fees and costs of Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

If approved by the Court, a service payment for the Plaintiff of an amount up to \$10,000.00 will be paid from the Gross Settlement Amount for his work and efforts in prosecuting this case, and for undertaking the risks of costs (in the event the outcome of this lawsuit was not favorable).

15. Notice of Hearing on Final Approval and Objections to Class Action Settlement.

The Court has preliminarily approved the settlement and will hold a final approval hearing to decide whether to give final approval to the settlement. This hearing will be held before the Honorable David Cohn on _____, 2022, at _____ a.m., in Department S-26 of the Superior Court of California for the County of San Bernardino, located at 247 West 3rd Street, San Bernardino, CA 92415, to determine whether the proposed settlement is fair, reasonable, and adequate, and whether it should be finally approved by the Court. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the settlement. We do not know how long this decision will take. The final approval hearing may be continued without further notice. The Court may adjourn or continue the hearing from time to time, without further notification, as the Court may direct. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

16. How Do I Receive More Information?

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by calling the Settlement Administrator at _____ or writing to *Alexander v. KBR Technical Services, Inc.*, Settlement Administrator, c/o _____; or contacting Class Counsel.

17. What is the Contact Information for Class Counsel?

The addresses for Class Counsel are as follows:

DIVERSITY LAW GROUP, P.C.
Larry W. Lee
Kristen M. Agnew
Nicholas Rosenthal
515 S. Figueroa Street, Suite 1250

Los Angeles, CA 90071
Telephone: (213) 488-6555
Fax: (213) 488-6554

POLARIS LAW GROUP
William L. Marder
501 San Benito Street, Suite 200
Hollister, CA 95023
Telephone: (831) 531-4214
Fax: (831) 634-0333

WHAT IF I HAVE QUESTIONS?

If you have any questions about the settlement, you may contact the Settlement Administrator:

Everett Alexander v. KBR Technical Services, Inc.
c/o Phoenix Settlement Administrators
Address
City, CA, Zip
Toll-Free Phone Number: [insert]

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE COURT CLERK FOR
INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS.