SUPERIOR COURT OF THE STATE OFCALIFORNIA

COUNTY OF RIVERSIDE

AMIRA CHIFFER, Plaintiff, v. WILLDAN FINANCIAL SERVICES, and DOES 1 through 25, Defendant.	CASE NO.: CVRI2204377 **[PROPOSED] ORDER RE PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AND SETTING HEARING FOR FINAL APPROVAL OF SETTLEMENT** ASSIGNED FOR ALL PURPOSES TO JUDGE HARDOL W. HOPP, DEPT. 1

The Court, having read and considered the papers filed in support of the motion, the proposed class notice and other documents, having considered the arguments of counsel, and good cause appearing therefore,

IT IS HEREBY ORDERED:

1. The Joint Stipulation of Class Action and PAGA Settlement and Release (the "Settlement Agreement") of defendant WILLDAN FINANCIAL SERVICES ("Defendant") and Plaintiff AMIRA CHIFFER ("Named Plaintiff") (Defendant and Named Plaintiff are collectively known as the "Parties"), (attached hereto as **Exhibit A**) is preliminarily approved as the terms of the Settlement Agreement fall within the range of approval as fair, adequate and reasonable.[1] Based on a review of the papers submitted by Named Plaintiff, the Court finds that the Settlement is the result of arms-length negotiations conducted after Named Plaintiff and/or his counsel adequately investigated the claims and become familiar with the strengths and weaknesses of the claims. The assistance of an experienced mediator in the settlement process supports the Court's conclusion that the settlement is non-collusive and reasonable. The settlement is presumptively valid, subject only to any objections that may be raised at the final approval, including at the Final Settlement Approval Hearing by this Court. Unless otherwise indicated in this Order, the Court adopts the defined terms as contained in the Settlement Agreement.

2. The following persons are conditionally certified as "Class Members" or "Class" of the following subclasses for Settlement purposes only:

a. "Reimbursement Subclass": All individuals currently or formerly employed by Defendant Willdan Financial Services in California, whether classified as exempt or non-exempt, who worked for Defendant at any time during the period from October 11, 2018, to preliminary approval.

b. "Non-Exempt Employee Subclass": All individuals currently or formerly employed by Defendant Willdan Financial Services in California and classified as non-exempt, who worked for Defendant at any time during the period from October 11, 2018, to preliminary approval.

[1] Defendant and Named Plaintiff are collectively referred to herein as the "Parties".

c. "Waiting Time Penalty Subclass": All individuals currently or formerly employed by Defendant Willdan Financial Services in California, whether classified as exempt or non-exempt, whose employment was ended with Defendant at any time during the period from October 11, 2019, to preliminary approval.

d. "Wage Statement and Section 204 Subclass": All individuals currently or formerly employed by Defendant Willdan Financial Services in California, whether classified as exempt or non-exempt, who worked for Defendant at any time during the period from October 11, 2021, to preliminary approval.

e. The proposed Class (composed of Subclasses) satisfies the requirements of a class action because the members of the Class are readily ascertainable, and a well-defined community of interest exists in the questions of law and fact affecting the Parties.

3. Named Plaintiff, AMIRA CHIFFER, is appointed as the class representative. Christopher W. Taylor, Parham Barkhordar and TAYLOR LABOR LAW, P.C. are appointed as class counsel.

4. The Parties' proposed notice plan is constitutionally sound and hereby approved as the best notice practicable. The proposed Notice of Proposed Class Action and PAGA Settlement ("Class Notice"), attached hereto as **Exhibit B** is sufficient to inform Class Members of the terms of the Settlement Agreement, their rights to receive monetary payments under the Settlement Agreement and the date and location of the Final Settlement Approval Hearing. In addition, the Class Notice fairly, plainly, accurately, and reasonably informs Class Members of: (1) the nature of the action, the definition of the Class, the identity of Class Counsel, and essential terms of the Settlement; (2) Named Plaintiff's and Class Counsel's applications for the class representative's enhancement award, and Class Counsel's request for attorneys' fees and litigation costs; (3) a formula used to determine the Class Member's estimated payment; (4) Class Members' rights to appear individually or through counsel if they desire; (5) how to object to the Settlement or submit a request for exclusion from the settlement if a Class Member wishes to do so; and (6) how to obtain additional information regarding the action and the Settlement. (California Rule of Court3.766.) The Court finds that the notice requirements of California Rule of Court 3.769, subd. (f) are

satisfied, and that the Class Notice adequately advises Class Members of their rights under the Settlement. Counsel for the Parties are authorized to correct any typographical errors in the Class Notice and make clarifications, to the extent the same are found or needed, so long as such corrections do not materially alter the substance of the Class Notice and other notice documents. The Court approves the form of the Objection Form, attached hereto as **Exhibit C** and the Request for Exclusion Form, attached hereto as **Exhibit D.**

5. The Court preliminarily approves (subject to final approval) the settlement of claims under California's Private Attorney General Act or PAGA, Labor Code Section 2699, *et seq.* according to the terms and conditions in the Settlement Agreement.

6. [name] is appointed to act as the Settlement Administrator, pursuant to the terms set forth in the Settlement Agreement. The Settlement Administrator is ordered to carry out the Settlement according to the terms of the Settlement Agreement and in conformity with this Order, including disseminating the Notice Packet according to the notice plan described in the Settlement Agreement.

7. The procedures and 60-day deadline for members of the Class to request exclusion from or to object to the Settlement is adopted as described in the Settlement Agreement. Any Class Member who intends to object to final approval of the Settlement Agreement must submit an objection to the Settlement Administrator by mail in accordance with the Settlement Agreement. Any opposition or reply to an objection or the motion for final approval will be due according to California Code of Civil Procedure Section 1005.

8. The Parties are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

9. The Motion for Final Approval of the Settlement Agreement, including requests to approve the Class Representative Enhancement payment and Class Counsel's request for attorneys' fees and costs, shall be filed and served no later than _____.

10. A Final Settlement Approval Hearing will be held on _____, at [time], to determine whether the Settlement Agreement should be granted final approval as fair, reasonable, and adequate as to the Settlement Class Members. The Court reserves the right to

continue the date of the final approval hearing without further notice to the Class Members. The Court retains jurisdiction to consider all further applications arising out of or in connection with the Settlement Agreement. Either Class's Counsel or the Settlement Administrator shall give notice to any Settlement Class Member bringing an Objection of any continuance of the Final Settlement Approval Hearing. At least seven (7) days prior to the filing of the motion for final approval, the SA shall prepare, subject to Class Counsel's/PAGA Member's and Defendant's input and approval, a declaration setting forth the due diligence and proof of mailing of the Class Notices, the results of the SA's mailings, including tracing and re-mailing efforts, and the Class Members'/PAGA Members' responses to those mailing and provide additional information deemed necessary to approve the settlement, including submitting any timely objections to the Court by a declaration filed concurrently with the Named Plaintiff's motion for final approval..

11. In the event the Settlement is not fully and finally approved, or otherwise does not become effective in accordance with the terms of the Settlement Agreement, this Order shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Settlement Agreement. If the Settlement does not become final for any reason, the fact that the Parties were willing to stipulate to settlement and the circumstances, proceedings and documents related to the proposed settlement and shall have no bearing on, and will not be admissible in connection with litigation, whether through issue preclusion or estoppel or otherwise.

Dated: _____

_____
HON. CHRISTOPER B. HARMON
JUDGE, RIVERSIDE COUNTY SUPERIOR COURT

4859-0481-7273.6 / 085064-1008

EXHIBIT E

([PROPOSED] ORDER RE FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT)

4865-8433-4719.4 / 085064-1008

SUPERIOR COURT OF THE STATE OFCALIFORNIA

COUNTY OF RIVERSIDE

AMIRA CHIFFER,
Plaintiff,
v.

WILLDAN FINANCIAL SERVICES, and DOES 1 through 25,
Defendant.

CASE NO.: CVRI2204377

[PROPOSED] ORDER RE FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AND SETTING HEARING FOR FINAL APPROVAL OF SETTLEMENT

ASSIGNED FOR ALL PURPOSES TO JUDGE CHRISTOPER B. HARMON, DEPT. 10

On _____, at _____ a.m., a hearing was held on the motion of AMIRA CHIFFER ("Named Plaintiff"), for preliminary approval of the proposed class action settlement reached between Plaintiff and defendant WILLDAN FINANCIAL SERVICES ("Defendant") (collectively, the "Parties"). This matter having come before this Court for hearing on ____ at ___ a.m. on Named Plaintiff's unopposed Motion for Final Approval of Class Action Settlement, as set forth in the Parties' Class Action Settlement Agreement and Stipulation ("Settlement Agreement"), pursuant to the Order Preliminarily Approving Class Action Settlement and Setting Hearing for Final Approval of Settlement ("Preliminary Approval Order"), adequate notice having been given as required in said Order, and the Court having considered all papers filed and proceedings had herein, and good cause appearing therefor, it is ORDERED, ADJUDGED AND DECREED THAT:

1. The Court has jurisdiction over the subject matter of the action and all parties.

2. Based on a review of the papers submitted by Named Plaintiff and a review of the applicable law, the Court finds that the Gross Settlement Amount of Two Hundred, Twenty Thousand Dollars and Zero Cents ($220,000.00), and the terms set forth in the parties' Settlement Agreement are fair, reasonable, and adequate. The Settlement Agreement is attached hereto as **"Exhibit A"** and is hereby incorporated into this Order as though fully set forth herein. Except as otherwise specified herein and for purposes of this Order, the terms used in this Order have the meaning assigned to them in the Settlement Agreement and Notice of Proposed Class Action Settlement and Fairness Hearing ("Class Notice").

3. The Court has determined that the Class Notice provided to the Class pursuant to the Preliminary Approval Order fully and accurately informed all Class Members of the material elements of the proposed Settlement, constituted the best notice practicable under the circumstances, and constituted valid, due and sufficient notice to all Class Members.

4. The Court hereby grants full, unconditional and final approval of the Settlement as fair, reasonable and adequate in all respects, determines that the Settlement was made in good faith and in the best interests of the Parties, and orders the Parties to effectuate the Settlement in accordance with the terms of the Settlement Agreement. The Court further finds that the Settlement was the result of arm's-length negotiations conducted after Class Counsel had thoroughly and

adequately investigated the claims and became familiar with the strengths and weaknesses of those claims. In particular, the amount of monies allocated to the Class Members, and the assistance of an experienced mediator in the settlement process, among other factors, support the Court's conclusion that the Settlement is fair, reasonable, and adequate. The amounts agreed to be paid by Defendant, including the Settlement Payments to be paid to Settlement Class Members as provided for by the Settlement Agreement, are fair and reasonable under the facts of this case.

5. Pursuant to California Rule of Court 3.769(d), this Court makes final the conditional class certification contained in the Preliminary Approval Order, and thus certifies a class defined (other than those who opted out) as:

a) "Reimbursement Subclass": All individuals currently or formerly employed by Defendant Willdan Financial Services in California, whether classified as exempt or non-exempt, who worked for Defendant at any time during the period from October 11, 2018, to preliminary approval.

b) "Non-Exempt Employee Subclass": All individuals currently or formerly employed by Defendant Willdan Financial Services in California and classified as non-exempt, who worked for Defendant at any time during the period from October 11, 2018, to preliminary approval.

c) "Waiting Time Penalty Subclass": All individuals currently or formerly employed by Defendant Willdan Financial Services in California, whether classified as exempt or non-exempt, whose employment was ended with Defendant at any time during the period from October 11, 2019, to preliminary approval.

d) "Wage Statement and Section 204 Subclass": All individuals currently or formerly employed by Defendant Willdan Financial Services in California, whether classified as exempt or non-exempt, who worked for Defendant at any time during the period from October 11, 2021, to preliminary approval.

e) The foregoing classes do not include the following individuals who requested to be excluded from the settlement: [names of opt outs].

6. Plaintiff is hereby appointed and designated, for all purposes, as the Named Plaintiff and representative for the Class, and Christopher W. Taylor, Parham Barkhordar and TAYLOR LABOR LAW, P.C. are appointed as Class Counsel.

7. The Court hereby finds that the Class Notice and all related documents have been mailed to all Class Members as previously ordered by the Court, and that such Class Notice fairly and adequately described the terms of the proposed Settlement Agreement, the manner in which Class Members could object to or participate in the Settlement, and the manner in which Class Members could opt out of the Class; was the best notice practicable under the circumstances; was valid, due and sufficient notice to all Class Members; and complied fully with California Rule of Court 3.769, due process and all other applicable laws. The Court further finds that a full and fair opportunity has been afforded to Class Members to participate in the proceedings convened to determine whether the proposed Settlement Agreement should be given final approval. Accordingly, the Court hereby determines that all Class Members who did not file a timely and proper request to be excluded from the Settlement are bound by this Order.

8. The Court finds that the Settlement Agreement is fair, reasonable, and adequate as to the Class, Named Plaintiff and Defendant. The Court further finds that the Settlement is the product of good faith, intensive, serious, non-collusive, and arm's-length negotiations between the parties, is supported by an evidentiary record, experienced and qualified Class Counsel who were assisted by an experienced mediator, and all Settlement Class Members, and confers a significant financial benefit to the Class commensurate with the likely recovery if Named Plaintiff prevailed at trial and the risks of continued litigation. The Court further finds that the Settlement Agreement is consistent with public policy, and fully complies with all applicable provisions of law, including the provisions of California Code of Civil Procedure Section 382 and California Rule of Court 3.760. The nature of the claims, the strength of Defendant's defenses, the amounts paid under the Settlement, the allocation of settlement proceeds among the Class Members and the fact that a settlement represents a compromise of the Parties' respective positions rather than the result of a finding of liability at trial all support the Court's decision granting final approval. The following factors also support the decision granting final approval: the risk, expense, complexity and likely duration of further

litigation; the risk of attaining and maintaining class action status throughout the proceedings; and the extent of discovery completed and the stage of the proceedings.

9. The reaction of the Class Members to the proposed Settlement further supports the Court's decision granting Final Approval. The Court is satisfied with the settlement administration statistics and the explanation for those statistics provided by _____ by way of the Declaration of _____.

10. The Court also hereby approves payment of up to _____ ($) to _____, the appointed Settlement Administrator, for the services it has rendered and will render in administering the Settlement as described more fully in the Settlement Agreement, payable pursuant to the Settlement Agreement. The court also awards $_____ to Named Plaintiff as an enhancement and for a general release, payable pursuant to the Agreement.

11. The Court also awards $_____ in Class Counsel fees and $_____ in costs pursuant to Class Counsel's application, payable pursuant to the Agreement.

12. Pursuant to California Labor Code Section 2698, et *seq*., the Court also hereby approves allocation of Twenty Thousand Dollars and Zero Cents ($20,000.00) of the Gross Settlement Amount as to resolve the claims under the Private Attorneys General Act ("PAGA") and resolve and settle the Released PAGA Claims, and 75% of that amount, or Fifteen Thousand Dollars and Zero Cents ($15,000.00), shall be paid to the California Labor & Workforce Development Agency ("LWDA"), while the remainder shall be paid to PAGA Members as directed in the Settlement Agreement, payable pursuant to the Agreement. Requests for Exclusion will have no impact on the settlement of the claims under the PAGA as approved by the Court. All released PAGA claims will be released for all aggrieved employees irrespective of whether a Class Member submits a Request for Exclusion.

13. _____ shall calculate and administer from the Net Settlement Amount individual Settlement Payments to be made to the Settlement Class Members (including the allocation from the Gross Settlement Amount of such amounts between taxable wages, interest and penalties, as specified in the Settlement Agreement), attorneys' fees and costs to Class Counsel, enhancement award to the Class Representative, and PAGA payment to the LWDA, and payment of employer

taxes that may become due by Defendant as a result of the Settlement, all of which shall be deducted from the Gross Settlement Amount. A total of approximately $_____ will be distributed to the Settlement Class Members. ____ is hereby directed to take all other actions in furtherance of the settlement administration as specified in the Settlement Agreement.

14. The releases, waivers and covenants not to sue by the Named Plaintiff and Settlement Class Members, as set forth in the Settlement Agreement (and all corresponding definitions) and in the Class Notice, are approved and are hereby incorporated by reference and made a part of this Order as though fully set forth herein. As more specifically set forth in the Settlement Agreement, by operation of the entry of this Order and pursuant to the Settlement, Named Plaintiff and Settlement Class Members waive and release the Released Claims as set forth in the Settlement Agreement, which are barred pursuant to this Order, and Named Plaintiff and Settlement Class Members are permanently barred jointly and severally from prosecuting against Defendant and Released Parties any and all of the Named Plaintiff's and Settlement Class Members' Released Claims.

15. The Court approves the settlement of claims under California's Private Attorney General Act or PAGA, Labor Code Section 2699, *et seq.* according to the terms and conditions in the Settlement Agreement. As more specifically set forth in the Settlement Agreement, by operation of the entry of this Order and pursuant to the Settlement, Named Plaintiff and PAGA Members and the state of California, including the LWDA, waive and release the Released PAGA Claims as set forth in the Settlement Agreement, which are barred pursuant to this Order, and Named Plaintiff and PAGA Members, and the state of California, including the LWDA, are permanently barred jointly and severally from prosecuting against Defendant and Released Parties any and all of the Named Plaintiff's and Released PAGA Claims

16. All rights to appeal this Order have been waived except as specifically permitted in the Settlement Agreement.

17. Nothing in this Order shall preclude any action to enforce the Parties' obligations under the Settlement or under this Order or alter or impact any existing arbitration agreements between Defendant and any Class Member for claims not released by this Order and Judgment.

18. Upon completion of administration of the Settlement, the Settlement Administrator will provide written certification of such completion to the Court and counsel for the Parties.

19. Without affecting the finality of the Judgment in any way, the Court reserves exclusive and continuing jurisdiction over the action and the Parties for purposes of supervising the implementation, enforcement, construction, administration and effectuation of the Settlement Agreement.

20. Notice of entry of this Order shall be given to Class Counsel on behalf of Named Plaintiff and all Settlement Class Members and included on the website of the Settlement Administrator through the deadline of Settlement Class Members and PAGA Members to cash checks.

21. The deadline for filing a report regarding the distribution of funds pursuant to the Settlement Agreement is _____.

Dated: _____

_____
HON. CHRISTOPER B. HARMON
JUDGE, RIVERSIDE COUNTY SUPERIOR COURT

4860-0390-7705.5 / 085064-1008

EXHIBIT A

(CLASS NOTICE)

RIVERSIDE COUNTY SUPERIOR COURT

***Amira Chiffer v. Willdan Financial Services, et al.*, Riverside County Superior Court Case No. CVRI2204377**

NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT

To: **ALL NON-EXEMPT, HOURLY-PAID, AND EXEMPT EMPLOYEES CURRENTLY AND/OR FORMERLY EMPLOYED BY DEFENDANT WILLDAN FINANCIAL SERVICES AT ANY TIME FROM OCTOBER 11, 2018 THROUGH [DATE]**

PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS
(To be translated into Spanish: If you need a translation of this form in Spanish please contact Phoenix at [insert phone number])

WHY DID I GET THIS NOTICE?

You have received this Notice because Willdan Financial Services' ("Defendant") records reflect that you are or may be a class member in a pending class action entitled *Amira Chiffer v. Willdan Financial Services, et al*., Riverside County Superior Court Case No. CVRI2204377 (the "Action"), and you may be entitled to money from the settlement of that Action.

This Notice is court approved and informs you of the terms of the agreement of the Parties to settle the claims as set forth and embodied in a Class Action Settlement Agreement, Release and Stipulation ("Settlement"). This Notice explains what steps you may take to participate in, object to, or exclude yourself from the Settlement.

WHAT IS THIS ACTION ABOUT?

The Action was filed on October 11, 2022, on behalf of Plaintiff, Amira Chiffer ("Named Plaintiff"), and other similarly situated current and former employees of Willdan Financial Services for: (1) failure to pay necessary expenditures, (2) failure to pay overtime with citations to wage statement violations and waiting time penalty claims, and (3) violation of the Private Attorneys General Act ("PAGA") for failure to pay necessary expenditures and failure to pay overtime and with citations Labor Code sections related to waiting time penalties and wage. Named Plaintiff seeks to recover various damages and costs and penalties, including unpaid wages, restitution (including under California Business and Professions Code Section 17200 *et seq.*), interest, penalties (including under PAGA), and attorneys' fees and costs. A copy of the complaint is on file with the Court.

Defendant denies each and all of the claims and contentions alleged by Named Plaintiff. Defendant believes strongly that it has multiple valid defenses to the claims and that Defendant's employees have been properly paid and treated in accordance with the law. Absent the Settlement, Defendant would contest vigorously the lawsuit. By agreeing to this Settlement, Defendant is not admitting that it has any liability.

After engaging in informal discovery, an all-day mediation before an experienced mediator Kelly Knight, and follow up negotiations, the Parties agreed to the Settlement, which was preliminarily approved by the trial court in the Action ("Court") on [Date]. Named Plaintiff and Class Counsel support the Settlement.

Neither the Court nor any other fact finder has decided whether the claims brought by the Named Plaintiff (or Defendant's defenses) are meritorious. By approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial. Rather, the Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable, and any final determination of those issues will be made at the final hearing. Defendant reserves the right, if for any reason the Settlement fails, to contest any factual or legal allegations in the Action and whether this Action should proceed as a class action.

WHAT IS A CLASS ACTION?

In a class action lawsuit, one or more persons sue on behalf of other people who may have similar claims. Amira Chiffer is the Class Representative or Named Plaintiff in the Action, and has asserted claims on behalf of herself and the class. Defendant is the defendant. A class action allows one court to resolve all of the issues in a lawsuit for all the class members who choose not to exclude themselves from the class.

A class member is bound by the determination or judgment entered in the case, whether the class wins or loses, and may not file his or her own lawsuit on the same claims that were decided in the class action.

WHO IS INCLUDED IN THE SETTLEMENT CLASS?

Class Members include individuals how fit within one or more of the following groups (referred to as "Subclasses"):

a. "Reimbursement Subclass": All individuals currently or formerly employed by Defendant Willdan Financial Services in California, whether classified as exempt or non-exempt, who worked for Defendant at any time during the period from October 11, 2018, to preliminary approval.
b. "Non-Exempt Employee Subclass": All individuals currently or formerly employed by Defendant Willdan Financial Services in the State of California and classified as non-exempt, who worked for Defendant at any time during the period from October 11, 2018, to preliminary approval.
c. "Waiting Time Penalty Subclass": All individuals currently or formerly employed by Defendant Willdan Financial Services in California, whether classified as exempt or non-exempt, whose employment was ended with Defendant at any time during the period from October 11, 2019, to preliminary approval.

d. "Wage Statement and Section 204 Subclass": All individuals currently or formerly employed by Defendant Willdan Financial Services in California, whether classified as exempt or non-exempt, who worked for Defendant at any time during the period from October 11, 2021, to preliminary approval.

WHAT ARE THE TERMS OF THE CLASS SETTLEMENT?

Defendant will pay a fixed "Gross Settlement Amount" in the amount of Two Hundred, Twenty Thousand Dollars and Zero Cents ($220,000.00) in exchange for: the release by Settlement Class Members of Released Claims (defined below) against it and Released Parties (defined below); final judgment on the Action; and the other terms set forth in the Settlement. Subject to Court approval, the Gross Settlement Amount will be allocated as follows:

- Individual Settlement Allocation: $_____ shall be allocated to all Settlement Class Members (defined below) and referred to in this notice as the "Net Settlement Amount" or "NSA." Settlement Class Members who do not request to be excluded from the Settlement will receive a pro-rata share of the Net Settlement Amount automatically, which will be referred to in this notice as the "Individual Settlement Allocation." The Individual Settlement Allocation will be calculated by allocating a point for each Workweek Worked you worked in the Subclass (as reflected in company records and estimates) and providing a pro rata payment for all of your points compared to all the point of all Settlement Class Members. Workweeks Worked shall be determined by the Settlement Administrator based on data to be provided by Defendant, as may be modified by the Settlement Administrator's or Court's resolution of any challenges. The Court will resolve any workweek disputes not otherwise resolved by the Settlement Administrator and the Parties.
    - **Your estimated Individual Settlement Allocation is $_____.**
    - **Workweeks Worked:**
        - **Your estimated number of workweeks in the Reimbursement Subclass is _____.**
        - **Your estimated number of workweeks in the Non-Exempt Employee Subclass is _____.**
        - **Your estimated number of workweeks in the Waiting Time Penalty Subclass is _____.**
        - **Your estimated number of workweeks in the Wage Statement and Section 204 Subclass is _____.**
    - **Your estimated PAGA Allocation is $_____.**
    - **Your estimated number of workweeks in the PAGA Period is _____.**

  Settlement Class Members who do not request to be excluded from the Settlement will be forever barred from pursuing the Released Claims against Defendant or any other Released Parties.

You have the right to challenge the number of workweeks allocated to you. If you dispute the number of Workweeks Worked please contact the Settlement Administrator with any and all evidence supporting your dispute. You will have until [INSERT DATE] to submit your dispute.

- Enhancement Payment: Named Plaintiff will request an award not to exceed Fifteen Thousand Dollars and Zero Cents ($15,000.00) in recognition of her work in this Action on behalf of the Class and a general release of all of her claims.

- Attorney's Fees and Expenses Payment: Class Counsel (listed below) will seek a total amount of money not to exceed Seventy-Three Thousand Three Hundred Thirty-Two Dollars and Sixty Cents ($73,332.60) to be paid in accordance with the Settlement for any and all attorney's fees and Ten Thousand, Five Hundred Dollars and Zero Cents ($10,500.00) in costs and expenses relating to the Action.

- Settlement Administration: The cost of settlement administration will not exceed Six Thousand Dollars and Zero Cents ($6,000.00) without good cause, which pays for tasks such as mailing this Notice, mailing checks and tax forms, reporting to the parties and the Court, and tracking submitted requests for exclusions.

- PAGA Penalty Payment: Pursuant to California Labor Code Section 2698 *et seq.,* known as the Private Attorney General Act or "PAGA", the Parties designate Twenty Thousand Dollars and Zero Cents ($20,000.00) of the Gross Settlement Amount as payment for Named Plaintiff's claims on her own behalf and as a representative for the State of California and on behalf of all employees from November 1, 2021 to [date] for penalties under the PAGA. Defendant shall pay seventy-five percent (75%) of that amount, or Fifteen Thousand Dollars ($15,000.00), to California's Labor & Workforce Development Agency ("LWDA"). The remainder shall be divided among aggrieved and you will not be able to opt-out or exclude yourself from this portion of the settlement.

WHAT AM I RELEASING UNDER THE CLASS ACTION PORTION OF THE SETTLEMENT?

Unless you timely exclude yourself from the class (as discussed below), you on behalf of yourself and your respective heirs, executors, administrators, personal representatives, successors and assigns irrevocably and unconditionally forever and fully release (and covenant not to sue or otherwise pursue claims, whether known or unknown, against) any and all Released Parties from any and all Released Claims.

"Released Parties" means Defendant and its affiliated companies, parents, members, subsidiaries, related companies and business concerns, predecessors and successors, past and present, and each of them, as well as each of their insurers, partners, trustees, directors, shareholders, officers, agents, attorneys, servants and employees, past and present, and each of them and all working with or in concert with them or connected with them.

"Released Claims" means:

a. Reimbursement Subclass: all claims, allegations and assertions for Reimbursement Subclass members that were alleged, or reasonably could have been alleged, based on the facts, allegations, assertions and claims in the operative Complaint for failure to reimburse business

expenses (see Labor Code § 2800-2802) and unfair business practices (see Bus. and Prof. Code § 17200, et seq.) based on failure to reimburse business expenses.

b. Non-Exempt Employee Subclass: all claims, allegations and assertions for Non-Exempt Employee Subclass members that were alleged, or reasonably could have been alleged, based on the facts, allegations, assertions and claims in the operative Complaint for (a) Failure to pay minimum wages and overtime/double time wages (see Cal Labor Code §§ 510, 558, 1194, 1198); (b) Failure to provide or pay premium payments for meal periods (see Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 1-2001, § 11); (c) Failure to authorize and permit or pay premium payments for rest periods (see Labor Code §§ 226.7, 512; IWC Wage Order No. 1-2001, § 12); and (d) unfair business practices (see Bus. and Prof. Code § 17200, et seq.) based on the claims for failure to pay minimum, overtime, double time wages and failure to provide or pay for meal and rest periods.

c. Waiting Time Penalty Subclass: all claims, allegations and assertions for Waiting Time Penalty Subclass members that were alleged, or reasonably could have been alleged, based on the facts, allegations, assertions and claims in the operative Complaint for failure to pay wages due to discharged and quitting employees (see Labor Code §§ 201-203).

d. Wage Statement and Section 204 Subclass: all claims, allegations and assertions for Wage Statement and Section 204 Subclass members that were alleged, or reasonably could have been alleged, based on the facts, allegations, assertions and claims in the operative Complaint for: 1) failure to provide accurate, itemized wage statements (see Labor Code § 226(a)) and (d) unfair business practices (see Bus. and Prof. Code § 17200, et seq.) based on the claims for failure to provide accurate itemized wage statements; and 2) regular payment of wages and requires that wages earned are due twice during each calendar month, on days designated in advance by the employer as the regular paydays, pursuant to Labor Code sections 204 and 210.

WHAT IS BEING RELEASED UNDER THE PAGA PORTION OF THE SETTLEMENT?

Through the settlement, Named Plaintiff, the State of California (including the LWDA), and any other representative, proxy, or agent thereof, to the extent if any that they have individual interests or can seek representative interests, (including but not limited to any and all PAGA Members), release all Released Parties (defined above) of all "PAGA Claims" that arose during the PAGA Period.

"PAGA Members" means all persons who are employed or have been employed by Willdan Financial Services in the State of California as non-exempt or exempt employees from November 1, 2021 to [DATE].

"Released PAGA Claims" means all claims asserted in the PAGA Letter of November 1, 2021, as amended by the Letter dated February 10, 2022, and included in the operative Complaint including Labor Code sections 201. 203, 204, 206, 208, 215, 216. 226, 501, 1194, 512 and 2802, which includes failure to pay business expenses, failure to pay overtime or minimum wages, failure to provide accurate wage statements, and failure to provide or pay premiums for meal and rest breaks and failure to make regular payment of wages and requires that wages earned are due twice during each calendar month, on days designated in advance by the employer as the regular paydays.

WHAT DO I NEED TO DO TO RECEIVE AN INDIVIDUAL SETTLEMENT ALLOCATION?

To receive your Individual Settlement Allocation, you do not need to do anything. You must, however, notify the Settlement Administrator of any change in your name, mailing address and/or telephone number. It is your responsibility to keep the Settlement Administrator informed of any such change, as your Individual Settlement Allocation will be mailed to the address on file.

Once you receive your Individual Settlement Allocation, you shall have One Hundred and Eighty (180) calendar days after mailing by the Settlement Administrator to cash your Settlement check(s). If you do not cash your check within that period, your check will become void and a stop payment will be placed on the uncashed checks. Settlement checks that are not cashed within One Hundred and Eighty (180) days of mailing shall be voided and delivered to California State Controller's Unclaimed Property Fund or as otherwise directed by the Court. You will still be bound by the Settlement even if you don't negotiate your settlement check(s).

Neither Defendant, nor any Released Party offers tax advice regarding this Settlement. You may consider contacting an accountant and/or tax attorney to determine the appropriate amount of taxes that should be paid on your Individual Settlement Allocation. Payments awarded to you will not form the basis for additional contributions to or benefits under any benefit plans, policies or bonus, commission or other incentive programs that may exist and/or be offered to you through, by or in conjunction with DEFENDANT or any other Released Party.

WHAT IF I DON'T WANT TO PARTICIPATE IN THIS SETTLEMENT?

You have the right to request exclusion from the Settlement (but you are not able to exclude yourself from the PAGA settlement). To exclude yourself from the class portion of the settlement, you must submit an Opt-Out Request (included in this packet) to the Settlement Administrator at the following address: _____ or [fax]. To be valid, the Opt-Out Request must be filled out to: (1) contain your name, address, and telephone number; (2) be signed by you; (3) be postmarked or fax stamped within the Exclusion Period [60 days after mailing date] and returned to the Settlement Administrator at the specified address or fax number. As indicated above, the Opt-Out Form will not impact your inclusion in the settlement and release of claims under the PAGA.

If you timely request to be excluded from the Settlement, you will not be entitled to receive any payment under the Settlement other than related to the PAGA. Class Counsel will not represent your interests if you request to be excluded.

WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

Any Settlement Class Member (that is, Class Member who has not asked to be excluded from the Settlement) may object to the Settlement. If you object to the Settlement, you may, but you are not required to, appear at the hearing where the Court will make a final decision whether or not to approve the Settlement ("Final Approval Hearing"). The Final Approval Hearing is scheduled to take place on _____ at ____ a.m. in Department ___ of the Riverside County Superior Court, located at the address below. The hearing may be continued (moved to another date) without further notice to you.

If you wish to object in writing, you may fill out and submit a written objection to the Settlement Administrator by filling out the Objection Form included in this packet at the following address: _____. To be valid, the written objection must be signed by you and state the basis for the objection. While the Objection Form requests that you identify if you intend to appear at the Final Approval Hearing, you are not required to indicate if you intend to appear. If you wish to object you must submit your objection to the Settlement Administrator no later than [60 days after mailing date]. The Parties shall be permitted to file responses to the objection in addition to any motion for final approval documents. You may also object in person by appearing at the Final Approval Hearing.

The Court has decided that the law firms listed below under "CLASS COUNSEL" are qualified to represent the Settlement Class Members and PAGA Members. However, you have the right to retain your own attorney, at your own expense, to submit an objection or appear on your behalf at the Final Approval Hearing.

CLASS COUNSEL CHRISTOPHER W. TAYLOR PARHAM BARKHORDAR TAYLOR H. WHITE PHILIIP HORLACHER TAYLOR LABOR LAW, P.C. 80 S. Lake Ave., Suite 860 Pasadena, California 91101 (626) 219-6008 (Office) (626) 219-6009 (Fax)	**DEFENDANT'S COUNSEL** JAMES E. HART LITTLER MENDELSON, P.C. 18565 Jamboree Road, Suite 800 Irvine, CA 92612 **THE COURT** RIVERSIDE HISTORIC COURTHOUSE COUNTY SUPERIOR COURT HON. CHRISTOPER B. HARMON, DEPT. 10 4050 Main Street Riverside, CA 92501

Submitting an objection will *not* exclude you from the Settlement. If the Court grants final approval of the Settlement, you will still have the right to receive an Individual Settlement Allocation and will be barred from pursuing the Released Claims. Do not submit both an objection and request for exclusion. If you submit both a request for exclusion and an objection, you will be excluded from the class and the objection will not be considered, and you will remain part of the PAGA settlement.

WHAT HAPPENS IF I DO NOT EXCLUDE MYSELF FROM THIS SETTLEMENT?

The Settlement, if finally approved by the Court, will bind all Settlement Class Members who do not request to be excluded from the Settlement and PAGA Members whether or not they receive or timely cash their Individual Settlement Allocations. Final approval of the Settlement will bar any Settlement Class Member who does not request to be excluded from the Settlement from hereafter initiating a lawsuit or proceeding regarding any Released Claims and PAGA Members from pursuing released

PAGA claims. The Joint Stipulation of Class Action and PAGA Settlement and Release on file with the Court contains additional details about the scope of the release.

FURTHER INFORMATION

The foregoing is only a summary of the Settlement. The Settlement, pleadings and all other records of this litigation may be examined and copied any time during regular office hours in the Clerk's Office of the Riverside County Superior Court listed above as "THE COURT." In addition, you may obtain these records on the Riverside County Superior Court's website at https://www.riverside.courts.ca.gov/OnlineServices/online-services.php and by clicking "search Court Records" and then clicking "Search Civil, Family Law & Probate Records." Then click "case number search" and set up an account with an email and password and clicking on Capta. You will need to accept the terms of the Information Disclaimer, and proceed to enter the case number listed at the top of this Notice (CVRI2204377) and click on the result on the webpage. The Settlement agreement is filed in this case at [insert filing date of the declaration or other document to which it is attached when filed with the Court].

If you have any questions about the Settlement, you can contact Class Counsel, whose contact information is listed above in "CLASS COUNSEL" or the Settlement Administrator at:

[List claims administrator information].

You may seek the advice and guidance of your own attorney at your own expense.

Any deadline to submit an exclusion, object or dispute the workweeks will be extended by 10 days if you were re-mailed the notice. Whether the Noticed has been re-mailed or not will be indicated on the envelope.

PLEASE DO NOT TELEPHONE OR CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS ABOUT THE SETTLMENT OR ANYTHING IN THIS NOTICE YOU CAN CONTACT THE CLAIMS ADMINISTRATOR AT _____. YOU MAY ALSO CONTACT CLASS COUNSEL WHOSE INFORMATION IS LISTED ABOVE. ALTERNATIVELY YOU CAN SEEK ADVICE FROM YOUR OWN COUNSEL AT YOUR OWN EXPENSE.

4861-4184-0253.3 / 085064-1008

EXHIBIT B

(REQUEST FOR EXCLUSION NOTICE)

LITTLER MENDELSON, P.C.
18565 Jamboree Road
Suite 800
Irvine, CA 92612
949.705.3000

REQUEST FOR EXCLUSION FORM
Chiffer v. Willdan Financial Services
Riverside County Superior Court Case No. CVRI2204377

Instructions: Please fill out this Request for Exclusion Form ("Form") **only if you do not want to participate in this Settlement**. If you want to be included in the Settlement, DO NOT sign this Form. If you choose to return this Form, the postmark deadline for mailing the form is [DATE].

Only Class Members or their legal representatives may submit this Request for Exclusion, or in other words Opt Out, Form. Any executor, administrator, guardian, conservator, or trustee who submits an Opt Out Form on behalf of a Class Member or his or her estate must (1) sign the Opt Out Form on the Class Member's behalf; (2) indicate his or her title as representative (*i.e.*, executor, trustee, etc.); and (3) submit proof of his or her authority to act on the Class Member's behalf, or the Opt Out will not be operative and will not be considered.

I. PERSONAL INFORMATION

Please legibly print the following information:

Name (first, middle and last):_____

Residential Street Address:_____

City, State, Zip Code: _____

Telephone Number: (____) _____

Last Four Digits Of Social Security Number: _____

PERSONAL INFORMATION WILL BE USED ONLY FOR IDENTIFICATION PURPOSES.

II. INDIVIDUAL REPRESENTATIONS

I WISH TO REQUEST THAT I BE EXCLUDED FROM THE SETTLEMENT in *Chiffer v. Willdan Financial Services*
Riverside County Superior Court Case No. CVRI2204377.

By signing and returning this Form, I certify that I have read the Notice of Proposed Class Action Settlement ("Notice") in this action and wish to be excluded.

By requesting exclusion from this Settlement, I understand that I have the right to pursue my own claims against Willdan Financial Services, if any.

I understand that by requesting exclusion from this Settlement, I will not receive any Settlement Payment described in the Notice.

I have had the opportunity to seek the advice of counsel with respect to the legal implications of requesting exclusion from the Settlement.

I understand that if I do not affirmatively request exclusion from this Settlement in a timely manner, I will automatically be considered a member of the Settlement, and I will be bound by the terms of the Settlement, including the release of all claims as described in the Notice.

I understand that prior to signing this Form, I have had the opportunity to direct any questions to the counsel for the Class and/or the Settlement Administrator.

III. MAILING INSTRUCTIONS

If you choose to return this Form, you must mail it to the Settlement Administrator on or before _____ at the address listed below. Please do not email or fax the Form.

[INSERT NAME OF ADMINISTRATOR]

[INSERT P.O. BOX and TOLL-FREE TELEPHONE NUMBER]

IV. NO RETALIATION

I understand that if I am currently employed by Willdan Financial Services, I will not be threatened, harassed, discriminated against, or retaliated against for excluding myself from the Settlement or otherwise exercising my legal rights. To the extent that I believe that I am being retaliated against or otherwise treated improperly, I will report the matter.

V. CERTIFICATION OF INFORMATION

By signing below, I certify that any information I am providing with this Request For Exclusion Form is true and correct and that I wish to request exclusion from the Settlement.

I signed this Request for Exclusion Form on _____ (date), at _____ (city and state).

Dated: _____

_____
(Signature)

_____
(Print Name)

EXHIBIT C

(OBJECTION FORM)

SUPERIOR COURT OF CALIFORNIA

COUNTY OF RIVERSIDE

AMIRA CHIFFER, an individual, Plaintiff, v. WILLDAN FINANCIAL SERVICES, and DOES 1 through 25, inclusive, Defendants.	Case No. CVRI2204377 **OBJECTION FORM** DATE: TIME: DEPT: 10 Trial Date: Not Assigned Complaint Filed: October 11, 2022

Chiffer v. Willdan Financial Services
Riverside County Superior Court Case No. CVRI2204377

I. PERSONAL INFORMATION

Please legibly print the following information:

Name (first, middle and last):_____

Residential Street Address:_____

City, State, Zip Code: _____

Home Telephone Number: (____) _____

Last Four Digits Of Your Social Security Number: _____ (Do not include on any copy filed with the Court)

PERSONAL INFORMATION WILL BE USED ONLY FOR IDENTIFICATION PURPOSES.

II. INSTRUCTIONS

Please fill out this Objection Form ("Form") **only if you want to participate in this Settlement AND object to the Settlement**. YOU SHOULD NOT SUBMIT THIS FORM IF YOU HAVE NO OBJECTION TO THE SETTLEMENT, OR IF YOU CHOOSE TO OPT OUT OF THE SETTLEMENT. If you choose to submit this Form, the deadline for mailing the form is [DATE]. If you wish to object to the Settlement, you may but are not required to file this form (or any other written statement) stating the basis for your objection, along with any documents that support your objection, with Dept. 10 of the Superior Court of California, County of Riverside, 4050 Main St., Riverside, CA 92501 on or before [insert date]. If you file the form with the Court, make sure to redact your social security number from any copy if you file it with the Court.

To object you must fill out the Objection Form and mail it to the Settlement Administrator as follows:

Settlement Administrator:
[insert name]
[ADDRESS and phone number]

III. REASON FOR OBJECTION (ATTACH EXTRA PAPER IF NECESSARY)

_____

_____

_____

_____

_____

_____

IV. CERTIFICATION OF INFORMATION

By signing below, I certify that any information I am providing with this Objection Form is true and correct and that I wish to object to the Settlement.

I signed this Objection Form on _____ (date), at _____ (city and state).

Dated: _____ _____
(Print Name)

_____
(Signature)

4879-3208-7674.4 / 085064-1008

EXHIBIT D[2]

([PROPOSED] ORDER RE PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AND SETTING HEARING FOR FINAL APPROVAL OF SETTLEMENT)

[2] Note that, while not included herein, the actual order submitted to the Court will include the Agreement and other documents required by the Court.