

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

MAY 16 2024

DAVID H. YAMAGAKI, Clerk of the Court

BY: _____, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

JASON HEATLEY, on behalf of himself, the
State of California, and all other similarly
aggrieved employees,

Plaintiff,

v.

LIN R. ROGERS ELECTRICAL
CONTRACTORS, INC., a Georgia
Corporation; ROGERS ELECTRIC SERVICE
CORPORATION, a Georgia Corporation.

Defendants.

CASE NO.: 30-2022-01244331-CU-OE-CXC

Assigned to the Hon. Melissa R. McCormick

**ORDER GRANTING APPROVAL OF
PAGA SETTLEMENT AND ENTRY OF
JUDGMENT**

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1 to be approximately \$106,748.91, will be calculated according to the number of Pay Periods the
2 Aggrieved Employee worked during the PAGA Period of December 2, 2020, to April 9, 2023.

3 g) The Defendants shall have no further liability for costs, expenses, interest, attorneys'
4 fees, or any other charge, expense, or liability except as provided in the Settlement Agreement.

5 h) The Aggrieved Employees (as defined in the Settlement Agreement) fully release
6 and discharge Defendants, along with the Released Parties, of the representative claims for civil
7 penalties pursuant to the terms set forth in the Settlement Agreement.

8 i) To effectuate the Settlement, Defendants are hereby ordered to provide the
9 Settlement Administrator with a list of the names, addresses, and number of pay periods/paychecks
10 issued to each Aggrieved Employee during the PAGA Period within fifteen (15) days after this
11 Order approving the Settlement. The contact information shall be provided confidentially to the
12 Settlement Administrator only, and the Settlement Administrator shall treat the information as
13 private and highly confidential and take all necessary precautions to maintain the confidentiality of
14 the contact information of the PAGA Settlement Members.

15 j) The Court will retain jurisdiction over the Parties, Action, and the Settlement
16 pursuant to CCP section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment,
17 (ii) addressing Settlement administration matters, and (iii) addressing such post-Judgment matters
18 as are permitted by law.

19 k) The final accounting hearing is scheduled for January 9, 2025 at 9:00 a.m. in
20 Department CX104. The parties shall submit a final settlement administrator's report at least 9
21 court days before the hearing addressing the status of the settlement administration, including the
22 actual amounts paid to the Aggrieved Employees and the other amounts distributed under the
23 settlement, including any uncashed checks.

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

25
26 DATED: May 16, 2024



27 _____
MELISSA R. MCCORMICK
JUDGE OF THE SUPERIOR COURT

EXHIBIT “A”

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between plaintiff Jason Heatley ("Plaintiff") and defendants Lin R. Rogers Electrical Contractors, Inc. and Rogers Electric Service Corporation ("Defendants"). The Agreement refers to Plaintiff and Defendants collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

- 1.1. "Action" means the Plaintiff's PAGA lawsuit alleging wage and hour violations against Defendants captioned *Jason Heatley v. Lin R. Rogers Electrical Contractors, Inc. et al.* initiated on or about February 4, 2022, and pending in Superior Court of the State of California, County of Orange.
- 1.2. "Administrator" means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.
- 1.4. "Aggrieved Employee" means all non-exempt employees who worked for Defendants in California during the PAGA Period.
- 1.5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendants' possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. "Court" means the Superior Court of California, County of Orange.
- 1.8. "Defense Counsel" means Douglas A Wickham, Esq., Keith A. Jacoby, Esq., Stacey F. Blank, Esq., and Rachel T. Segal, Esq. of Littler Mendelson, P.C.
- 1.9. "Effective Date" means: (i) sixty-one (61) days after approval of the Settlement and entry of a Judgment without any appeal, writ, or other appellate proceeding having been filed therefrom; or (ii) if any appeal, writ, or other appellate proceeding opposing Final Approval has been filed within sixty-one (61) days after entry of Judgment, the Effective Date shall be five (5) business days after any appeal, writ, or other appellate proceedings opposing the Settlement have been finally and conclusively dismissed and the Settlement has been upheld with no right to pursue further remedies or relief.
- 1.10. "Gross Settlement Amount" means six hundred sixty-five thousand dollars and no cents

(\$665,000.00) which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.

- 1.11. "Individual PAGA Payment" means an Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.12. "Judgment" means the judgment entered by the Court based upon the Approval Order.
- 1.13. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled to 75% of the PAGA Penalties recovered by Aggrieved Employees, under Labor Code section 2699, subd. (i).
- 1.14. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.16. "PAGA Counsel" means Mehrdad Bokhour, Esq. of Bokhour Law Group, P.C. and Joshua Falakassa, Esq. of Falakassa Law, PC, the attorneys representing the Plaintiff in the Action.
- 1.17. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.
- 1.18. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.19. "PAGA Period" means the period from December 2, 2020 to April 9, 2023, or the date the Court approves the Settlement, or when 15.400 workweeks have been completed, whichever occurs earlier.
- 1.20. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698 *et seq.*).
- 1.21. "PAGA Notice" means Plaintiff's December 2, 2021, December 12, 2021, and March 15, 2022 letters to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.22. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (approximately

\$101,463.75) and the 75% to LWDA (approximately \$304,391.63) in settlement of PAGA claims.

1.23. "Pay Period" means any pay period during which an Aggrieved Employee worked at least one day of the pay period and was not on vacation or leave of absence for the entire workweek.

1.24. "Plaintiff" means Jason Heatley, the named plaintiff in the Action.

1.25. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

1.26. "Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.

1.27. "Released Parties" means: Defendants and any of its past, present and future parents, subsidiaries, and affiliates, and officers, directors, employees, partners, members, shareholders and agents, attorneys, and any other successors, assigns, or legal representatives.

1.28. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.29. "Defendants" means Lin R. Rogers Electrical Contractors, Inc. and Rogers Electric Service Corporation, the named defendants in the Action.

2. RECITALS.

2.1. On February 4, 2022, Plaintiff commenced this Action by filing a Complaint alleging a single cause of action against named defendant Lin Rogers Electrical Contractors, Inc. for civil penalties under the PAGA. On September 21, 2022, Plaintiff filed a First Amended Complaint alleging a single cause of action against Defendants for civil penalties under PAGA. The First Amended Complaint is the operative complaint in the Action (the "Operative Complaint."). Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in in the Operative Complaint, and deny any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.

2.3. On February 9, 2023, the Parties participated in an all-day mediation presided over by Marc J. Feder, Esq., a well respected and experienced wage and hour mediator which led to this Agreement to the settle the Action.

2.4. Prior to mediation, Plaintiff obtained, through informal discovery, a 33% sampling of time and payroll records, data, and policies, among other documents and information, to aid in the preparation of Plaintiff's evaluation of the claims and formulation of a damages model.

- 2.5. Defense Counsel represents that except for the matter bearing case name *Paul J. Walker v. Lin R. Rogers Electrical Contractors, Inc., et al.* Orange County Superior Court 30-2022-01271816-CU-OE-CXC, they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by this Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants promise to pay \$665,000.00 and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval Order:
- 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.33% which is currently estimated to be \$221,644.50 and PAGA Counsel Litigation Expenses Payment of not more than \$15,000.00. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's counsel arising from any claim to any portion of any PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.2. To Plaintiff: From the Gross Settlement amount Plaintiff will receive \$10,000.00 in exchange for the release of his individual claims upon execution of this Agreement, and a \$5,000.00 service fee for serving as the Plaintiff in this matter, subject to the approval of the Court.
- 3.2.3. To the Administrator: An Administration Expenses Payment not to exceed \$7,500.00 except for a showing of good cause and as approved by the Court. To the extent the expenses incurred by the Administrator in connection with this Settlement are less, or the Court approves an Administration Expenses Payment of

less than \$7,500.00, the Administrator will allocate the remainder in the Net Settlement Amount.

3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$405,855.50 to be paid from the Gross Settlement Amount, with 75% (\$304,391.63) allocated to the LWDA PAGA Payment and 25% (\$101,463.75) allocated to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$101,463.75) by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate the Aggrieved Employees worked a total 14,000 of PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within 15 days of the full execution of this Agreement, Defendants will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if they discover that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator 15 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendants funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel

Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

- 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding addresses. Within 7 days of receiving a returned check the Administrator must re-mail the check to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, if requested by the Aggrieved Employee prior to the void date.
- 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.
- 4.4.4. The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
5. **RELEASES OF CLAIMS.** Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:
 - 5.1 Plaintiff's Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge with prejudice Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding

such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads: 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.

5.2 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notices.

5.3 Release by PAGA Counsel: PAGA Counsel release, on behalf of their present and former attorneys, employees, agents, successors and assigns, the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the facts stated in the Operative Complaint and the PAGA Notice.

6. **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties agree that PAGA Counsel will draft and file an application or motion for approval of this Settlement that includes the notice to be provided to the Aggrieved Employees and file it after review by Defense Counsel. The Parties will jointly seek to immediately vacate or stay all dates in the Action, pending approval by the Court of the Settlement, and will seek a date for the hearing on the motion for approval of this Settlement as soon as possible.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a redlined version of the Parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action except for the matter bearing case name *Paul J. Walker v. Lin R.*

Rogers Electrical Contractors, Inc., et al. Orange County Superior Court 30-2022-01271816-CU-OE-CXC, asserting claims that will be extinguished or adversely affected by the Settlement.

- 6.2 Responsibilities of Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. ("ILYM") to serve as the Administrator and verified that, as a condition of appointment, ILYM agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses Payment. The Parties, PAGA Counsel, and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

- 8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE.** Based on its records, Defendants estimate that, as of the date of this Settlement Agreement, (1) the Aggrieved Employees have worked 14,000 Pay Periods during the PAGA Period. If the total PAGA Pay Periods increases by more than 10%, then the Gross Settlement Amount shall be

increased by \$47.50 for any PAGA Pay Period added above the 10% cushion (or 15,400). At the sole election of Defendants, Defendants may elect to cut off the workweeks at 15,400 in lieu of additional funds.

9. **CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement pursuant to CCP section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing Settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-Judgment and appellate proceedings, the right to file motions to vacate the Judgment, motions for a new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. **ADDITIONAL PROVISIONS.**

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses. The Settlement, this Agreement and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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

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

required to effectuate the terms of this Agreement including any amendments to this Agreement.

- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying this Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution. In the event that the Court refuses to approve any economic term or term related to the scope of the claims release, Defendants, at their option, may void the Settlement. A reduction in the amount of PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment is not a basis to void the Settlement. If Defendants void the Settlement, Defendants shall be responsible for any administrative costs incurred to date. In the event that the Court refuses to approve any term related to the scope of the release, the Parties agree to return to mediation in order to attempt to address the concerns of the Court, and upon reaching an agreement, submit a revised agreement to the Court.
- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendants nor Defense Counsel is providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of

information shall survive the execution of this Agreement.

- 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Aggrieved Employee Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with this Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay the Gross Settlement Amount, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of the Gross Settlement Amount, Defendants make a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.
- 10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Mehrdad Bokhour <i>mehrdad@bokhouralw.com</i> Bokhour Law Group, P.C. 1901 Avenue of the Stars, Suite 450 Los Angeles, California 90067 310-975-1493	Joshua Falakassa <i>josh@falakassalaw.com</i> Falakassa Law, PC 1901 Avenue of the Stars, Suite 450 Los Angeles, California 90067 818-456-6168
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To Defendants:

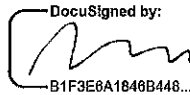
Douglas A. Wickam <i>dwickham@littler.com</i> Littler Mendelson, P.C. 633 West 5th Street, 63rd Floor Los Angeles, California 90071 Telephone: 213.443.4300 Facsimile: 213.443.4299	Keith A. Jacoby <i>kjacoby@littler.com</i> Stacey F. Blank <i>sblank@littler.com</i> Rachel T. Segal <i>rsegal@littler.com</i> Littler Mendelson, P.C. 2049 Century Park East, 5th Floor Los Angeles, California 90067
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Telephone: 310.553.0308 Facsimile: 310.553.5583
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- 10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email, which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Dated: _____, 2023

4/26/2023

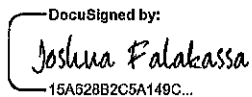
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Plaintiff Jason Heatley

FALAKASSA LAW, P.C.

Dated: _____, 2023

4/26/2023

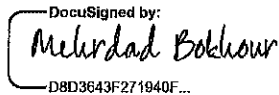
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Joshua S. Falakassa, Esq.
Counsel for Plaintiff Jason Heatley and the PAGA Members

BOKHOUR LAW GROUP, P.C.

Dated: _____, 2023

4/26/2023

DocuSigned by:

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Mehrdad Bokhour, Esq.
Counsel for Plaintiff Jason Heatley and the PAGA Members

Dated: _____, 2023

Lindsey Schoultz, CEO
Defendants Lin R. Rogers Electrical Contractors,
Inc. and Rogers Electric Service Corporation

Telephone: 310.553.0308 Facsimile: 310.553.5583
--

- 10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email, which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
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Dated: _____, 2023

Plaintiff Jason Heatley

FALAKASSA LAW, P.C.

Dated: _____, 2023

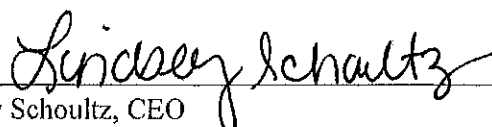
Joshua S. Falakassa, Esq.
Counsel for Plaintiff Jason Heatley and the PAGA Members

BOKHOUR LAW GROUP, P.C.

Dated: _____, 2023

Mehrdad Bokhour, Esq.
Counsel for Plaintiff Jason Heatley and the PAGA Members

Dated: 4-24-, 2023



Lindsey Schoultz, CEO
Defendants Lin R. Rogers Electrical Contractors,
Inc. and Rogers Electric Service Corporation

LITTLER MENDELSON, P.C.

Dated: May 1, 2023



Douglas A. Wickham
Keith A. Jacoby
Stacey F. Blank
Rachel T. Segal
Counsel for Defendants Lin R. Rogers Electrical
Contractors, Inc. and Rogers Electric Service Corporation

4853-8675-8746.2 / 114073-1005

Certificate Of Completion

Envelope Id: B0DEE560135D4252BF5B1402B50141C6

Subject: Please DocuSign: Lin Rogers - PAGA Settlement Agreement - Final 4853-8675-8746 v.2-1.pdf

Source Envelope:

Document Pages: 13

Certificate Pages: 2

AutoNav: Enabled

EnvelopeId Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:

Joshua Falakassa

5200 Mecca Ave

Tarzana, CA 91356

josh@falakassalaw.com

IP Address: 166.199.97.14

Record Tracking

Status: Original

4/26/2023 7:52:40 AM

Holder: Joshua Falakassa

josh@falakassalaw.com

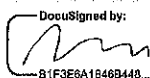
Location: DocuSign

Signer Events

JASON HEATLEY

jheatley76@gmail.com

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:

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Signature Adoption: Drawn on Device

Using IP Address: 172.58.20.245

Signed using mobile

Timestamp

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Signed: 4/26/2023 8:06:22 AM

Electronic Record and Signature Disclosure:

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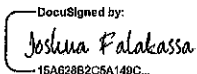
Joshua Falakassa

josh@falakassalaw.com

Managing Partner

Falakassa Law, P.C.

Security Level: Email, Account Authentication
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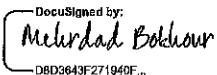
Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Mehrdad Bokhour

mehrdad@bokhourlaw.com

Security Level: Email, Account Authentication
(None)

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Signed: 4/26/2023 8:18:25 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

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4/26/2023 8:18:03 AM

Signing Complete

Security Checked

4/26/2023 8:18:25 AM

Completed

Security Checked

4/26/2023 8:18:25 AM

Payment Events**Status****Timestamps**

EXHIBIT “B”

Check

[DATE]

Dear [NAME]:

Plaintiff Jason Heatley ("Plaintiff")—individually and on behalf of other Aggrieved Employees and serving as the representative for the State of California—brought a claim for civil penalties against his former employer, defendants Lin R. Rogers Electrical Contractors, Inc. and Rogers Electric Service Corporation (collectively "Defendants") under the Labor Code Private Attorneys General Act of 2004, California Labor Code § 2698 *et seq.* (commonly referred to as "PAGA").

A PAGA action is a representative action filed on behalf of California to assist it with labor law enforcement. Here, Plaintiff brought the operative claims against Defendants on behalf of all other similarly situated current and former non-exempt employees of Defendants in California from December 2, 2020, to April 9, 2023 (the "Aggrieved Employees").

On February 4, 2022, Plaintiff filed this instant PAGA Representative Action against Defendants for civil penalties based on Defendants' failure to pay all wages in a timely manner in violation of Labor Code § 204, (2) failure to pay all minimum wages, (3) failure to pay all overtime wages, (4) failure to provide meal periods or pay premium pay in lieu thereof, (5) failure to provide rest periods or pay premium pay in lieu thereof, (6) failure to issue accurate wage statements, (7) failure to pay all sick and vacation pay, (8) failure to pay all earned wages and/or vested vacation time payable as wages due to terminated/resigned employees, (9) failure to reimburse for necessary business expenditures, (10) failure to provide a cooldown period to prevent heat illness and/or timely access to shade; and (11) unfair business practices.

The enclosed check is your proportional share of the PAGA settlement payment. You are receiving this check because you worked as a non-exempt hourly worker for defendants Lin R. Rogers Electrical Contractors, Inc. and Rogers Electric Service Corporation in the State of California between December 2, 2020, and April 9, 2023.

As a result of this settlement, you will be unable to bring a claim under the California Private Attorneys General Act, California Labor Code § 2698 *et seq.*, for civil penalties for any violations of the PAGA cause of action in the Complaint, which include California Labor Code Sections 201-

204, 210, 218.6, 226, 226.3, 226.7, 227.3, 246, 510, 512, 516, 558, 1174, 1194, 1197, 1197.1, 1198, 1199, 2802, 2698 *et seq.*, all applicable California Wage Orders, and all claims or allegations outlined in Plaintiff's PAGA Notice letters to the LWDA in connection with the Action. The covered period for the released PAGA claim is December 2, 2020, through April 9, 2023.

The net settlement amount will be approximately \$409,573.49, of which 75% will be paid to the LWDA (\$307,180.11), and the remaining 25% (\$102,393.38) will be paid to the Aggrieved Employees on a pro-rata basis.

You cannot opt out of the PAGA settlement, and even if you do not cash your check, you will be bound by the release.

Any unclaimed funds after the 180-day check cashing period shall be sent to the State of California Unclaimed Property Fund. in your name.

Enclosed is an IRS Form 1099 for 100% of this payment. Please cash or deposit the check on or before its printed void date. Checks will not be re-issued after the void date. If you have any questions about this payment, contact the Settlement Administrator at _____. Please note that the Settlement Administrator cannot provide tax advice. If you have questions about this payment's tax treatment, we suggest you consult your tax advisor or accountant.

Do not contact the Court to obtain information about the settlement.

Regards,

Jason Heatley v. Lin R. Rogers Electrical Contractors, Inc., et al. Settlement Administrator

EXHIBIT “C”

Heatley v. Lin Rogers Electrical Contractors, Inc., et al.
AMENDED SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Agreement") is entered into on April 23, 2024, between Jason Heatley, for himself and his heirs, executors, successors, representatives, administrators, agents, insurers, and assigns (collectively "Releasing Party") and Lin R. Rogers Electrical Contractors, Inc. and Rogers Electric Service Corporation on behalf of themselves, and their present and former officers, directors, employees, agents, investors, attorneys, shareholders, administrators, affiliates, benefit plans, plan administrators, insurers, trustees, divisions, parents, and subsidiaries, and predecessor and successor companies and assigns (the "Company" or "Released Group") (the Releasing Party and Released Group are collectively referred to as the "Parties" or individually as a "Party").

WHEREAS, Releasing Party's last date of employment with the Company was November 5, 2021 (the "Separation Date"). Except as otherwise set forth in this Agreement, the Separation Date was the employment termination date for the Releasing Party for all purposes, meaning the Releasing Party is not entitled to any further compensation, monies, or other benefits from the Released Group, including coverage under any benefit plans or programs sponsored by the Released Group, as of the Separation Date;

WHEREAS, Releasing Party had filed two separate actions against the Company, the first action entitled *Jason Heatley v. Lin Rogers Electrical Contractors, Inc., et al.* Case No. 30-2021-01234748-CU-OE-CXC before the Orange County Superior Court, which was thereafter removed to the United States District Court bearing Case No. 8:22-cv-00042-CJC-KESx and then dismissed without prejudice on March 17, 2022 ("Action"); and the currently pending action entitled *Jason Heatley v. Lin Rogers Electrical Contractors, Inc., et al.*, Case No. 30-2022-01244331-CU-OE-CXC before the Superior Court of the State of California, County of Orange, alleging individual and representative causes of action against the Company predicated upon claims that the Company failed to provide meal and rest periods, failed to provide itemized wage and hour statements, failed to timely pay Releasing Party in violation of Labor Code Section 204, failed to pay Releasing Party at the correct overtime rate, and various claims arising under Labor Code sections including but not limited to sections 201-203, 204, 210, 226, 226.3, 226.7, 210, 246, 510, 512, 558, 1194, 1194.2, 1197.1, 1198, 1199, and 2802-2804 asserted by means of a representative cause of action under the California Private Attorneys General Act ("PAGA"), Lab. Code § 2698, *et seq.* ("PAGA Action").

WHEREAS, the Company denies every allegation of wrongdoing contained in the Action, and in any other papers filed or served by or on behalf of Releasing Party in the Action or before any court or administrative agency;

WHEREAS the Court has made no findings as to the merits of the Lawsuit;

WHEREAS, the Parties desire to fully resolve all actual and potential claims associated with the Action without further litigation or adjudication;

WHEREAS, the Parties have entered into a separate agreement to resolve the PAGA Action;

NOW, THEREFORE, in consideration of the promises and obligations set forth in this Agreement, the Parties agree as follows:

Heatley v. Lin Rogers Electrical Contractors, Inc., et al.
AMENDED SETTLEMENT AND RELEASE AGREEMENT

1. Releasing Party's Representations. Releasing Party specifically represents, warrants, and confirms that:

- a. Releasing Party does not have, and has not raised, a claim of sexual assault, sexual harassment, or unlawful workplace harassment or discrimination, failure to prevent an act of workplace harassment or discrimination, or an act of retaliation against a person for reporting or opposing harassment or discrimination against the Company.
- b. Releasing Party has received all compensation due to him through the Termination Date as a result of services performed for the Company with the receipt of his final paycheck.
- c. Releasing Party reported to the Company any and all work-related injuries or occupational illnesses incurred by him during employment with the Company.
- d. Releasing Party had the opportunity to provide the Company with written notice of any and all concerns regarding suspected ethical and compliance issues or violations on part of the Company.
- e. With the exception of the Action, and PAGA Action Releasing Party has not filed, or caused to be filed, any other claims, complaints, or actions of any kind against Released Group with any court of law, or local, state, or federal government or agency.
- f. Releasing Party has not engaged in and is not aware of any unlawful conduct relating to the business of the Released Group.

2. Consideration: In return for Releasing Party's promises in this Agreement, and provided Releasing Party signs and return this Agreement and does not revoke it, the Company will pay Releasing Party the gross amount of Ten Thousand Dollars (\$10,000.00), inclusive of attorneys' fees and costs (the "Gross Settlement Amount"). The Gross Settlement Amount shall be allocated and payable as follows.

- (a) One check payable to you for alleged non-wage-based damages, in the gross amount of \$8,500.00, for which an IRS Form 1099 will be issued to you; and
- (b) One check payable to your counsel, Mehrdad Bokhour, Esq. of Bokhour Law Group, P.C., in the amount of \$1,500.00 for attorneys' fees and expenses, for which an IRS Form 1099 will be issued to both you and your counsel.

The Parties acknowledge the Agreement is not intended nor does it purport to give Releasing Party advice or counseling concerning federal, state, or local tax responsibilities or liabilities. Releasing Party and his counsel agree to complete IRS W-4 and 1099 forms as necessary and/or provide employer identification numbers along with this Agreement. Releasing Party acknowledges this payment is in addition to anything he would have received had he not signed this Agreement. Amounts the Company is paying in consideration for the Agreement will be treated as taxable

Heatley v. Lin Rogers Electrical Contractors, Inc., et al.
AMENDED SETTLEMENT AND RELEASE AGREEMENT

compensation but are not intended by either party to be treated, and will not be treated, as compensation for purposes of eligibility or benefits under any benefit plan of the company.

3. Indemnification: Releasing Party shall be solely responsible for the payment of any federal, state, or local taxes arising out of the payment of monies under the Agreement. Releasing Party agrees to hold the Company harmless from any and all claims, demands, rights, damages, costs or expenses resulting from any liability or claim of liability for any amount assessed by or due any federal, state, or local government or agency thereof, including but not limited to federal, state, and local withholding and income taxes and social security taxes, with respect to payments made by the Company to Releasing Party as set out in this Agreement.

4. Full and Final Release: In exchange for the benefits provided by the Company under this Agreement, Releasing Party fully and forever releases and discharges the Company, its parents, subsidiaries, affiliates, and related entities and all of their respective agents, attorneys, employees, officers, directors, shareholders, members, managers, employee benefit plans and fiduciaries, insurers, successors, and assigns, ("Released Group") from any and all actions, causes of action, suits, claims, judgments, rights, fees, damages, debts, obligations, liabilities and expenses, and demands of any kind whatsoever that may legally be waived by private agreement, whether known or unknown, which Releasing Party has asserted or could assert against the Released Group arising out of or relating in any way to any acts, circumstances, facts, transactions, or omissions, occurring up to and including the date Releasing Party signs this Agreement, excluding therefrom any claims asserted in the PAGA Action (the "Claims"). Releasing Party understands that he is releasing such Claims on behalf of himself and all persons who could make Claims under, through or by Releasing Party, such as his spouse, heirs, executors or assignees. Claims being released include specifically by way of description, but not by way of limitation, any and all claims:

- i. arising out of or in any way related to Releasing Party's Claims in the Action, including as alleged in any of the complaints or amended complaints, including for attorneys' fees and litigation costs;
- ii. arising under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, the Civil Rights Act of 1991, the Age Discrimination in Employment Act of 1967 (ADEA), the Family and Medical Leave Act (FMLA), the Employee Retirement Income Security Act (ERISA), the National Labor Relations Act (NLRA), the Pregnancy Discrimination Act, the Worker Adjustment and Retraining Notification Act, the Americans with Disabilities Act (ADA), the Uniform Services Employment and Reemployment Rights Act (USERRA), the Genetic Information Nondiscrimination Act (GINA), the Immigration Reform and Control Act (IRCA), the California Fair Employment and Housing Act (FEHA), the California Labor Code, the California Constitution, the California Family Rights Act (CFRA) any amendments to such laws and their respective implementing regulations, and any other federal, state, or local constitution, charter, law, rule, ordinance, regulation, or order;
- iii. arising under tort, contract, or quasi-contract law, including but not limited to claims of breach of an express or implied contract, tortious interference with a contract or prospective business advantage, breach of the implied covenant of good faith and fair dealing, promissory estoppel, detrimental reliance, invasion of privacy, nonphysical

Heatley v. Lin Rogers Electrical Contractors, Inc., et al.
AMENDED SETTLEMENT AND RELEASE AGREEMENT

- injury, personal injury or sickness, or any other harm, wrongful or retaliatory discharge, fraud, defamation, false imprisonment, and negligent or intentional infliction of emotional distress;
- iv. for monetary or equitable relief, including but not limited to attorneys' fees and costs, back pay, front pay, reinstatement, experts' fees, medical fees or expenses, costs and disbursements, punitive damages, liquidated damages, and penalties.

It is expressly understood and agreed by the Parties that this Agreement shall not modify, amend, change, alter or affect any terms of the PAGA Action settlement, which will be and is solely governed by the Settlement and Release Agreement executed by the Parties in the PAGA Action.

5. Civil Code Section 1542 Waiver. This Agreement is intended to be effective as general release of and bar to all claims as stated in this Section 4. It is further understood and agreed by Releasing Party that, as a condition of this Agreement, Releasing Party hereby expressly waives and relinquishes any and all claims, rights, protections or benefits that she may have under California Civil Code Section 1542, which provides as follows:

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.

In connection with such waiver and relinquishment, Releasing Party hereby acknowledges that he or his counsel may hereafter discover claims or facts in addition to, or different from, those which they now know or believe to exist, but that they expressly agree to fully, finally and forever settle and release any and all claims, known or unknown, suspected or unsuspected, which exist or may exist on their behalf against the Released Group at the time of execution of this Agreement.

6. Pending Claim: In exchange for the payment made to Releasing Party under the terms of this Agreement, the sufficiency of which is acknowledged, Releasing Party agrees to take all actions necessary to dismiss with prejudice all allegations, claims, charges, actions, complaints, lawsuits, appeals, and proceedings that Releasing Party has instituted against Released Party, including, but not limited to, the Action referenced above, in their entirety, within 5 court days after the Effective Date (as defined in Section 21, below). Each Party shall bear its own costs, expenses, or attorneys' fees related to the Action. It is expressly understood and agreed by the Parties that this Agreement shall not modify, amend, change, alter or affect any terms of the PAGA Action settlement, which will be and is solely governed by the Settlement and Release Agreement executed by the Parties in the PAGA Action.

7. Attorneys' Fees/Medicare and Medicaid Interest: This Agreement settles and releases any and all claims for attorneys' fees. This settlement is based upon a good faith determination of the Parties to resolve a disputed claim. The Parties have not shifted responsibility of medical treatment to Medicare or Medicaid in contravention of 42 U.S.C. §1395y(b). The Parties resolved this matter in compliance with both federal, state, and local law. The Parties made every effort to adequately protect the interests of Medicare and Medicaid. It is expressly understood and agreed by the Parties

Heatley v. Lin Rogers Electrical Contractors, Inc., et al.
AMENDED SETTLEMENT AND RELEASE AGREEMENT

that this Agreement shall not modify, amend, change, alter or affect any terms of the PAGA Action settlement, which will be and is solely governed by the Settlement and Release Agreement executed by the Parties in the PAGA Action.

8. Non-Admission: This Agreement shall not be construed as an admission by the Released Group of any liability or acts of wrongdoing or unlawful conduct, nor shall it be considered to be evidence of such liability, wrongdoing, or unlawful discrimination.

9. Proprietary Information: Releasing Party shall not retain, use and/or disclose any confidential and/or proprietary information Releasing Party learned or acquired while employed by the Company, including, but not limited to, personnel and compensation information other than his own; financial information and data; technical data and information; programmatic and operational information; customer identities and information; marketing plans, data and information; business information; strategy; research; information related to the Company's computer and/or communications systems; and/or information the nature of which would commonly be reasonably understood to be confidential ("Confidential Information"), except as required by law. Releasing Party further agrees he shall not directly or indirectly use, disclose, reproduce, sell, retain, make available to any other person or entity, or use for his own or for any other person or entity's benefit, any portion of the Confidential Information. Releasing Party also agrees he shall not use any such Confidential Information to damage the Released Group or their interests, or any other person or entity with which the Released Group does business. By signing this Agreement, Releasing Party certifies that: (i) he has returned to the Company any and all Confidential Information and all other materials, documents and/or property belonging to the Company and/or any of its affiliated entities, including the originals and any and all copies thereof, whether in hard copy or electronic form, which were in Releasing Party's possession or under his control, including without limitation and to the extent applicable, files, documents, lists, records, customer information, manuals, reports, software and hardware, laptops, printers, computers, cell phone, iPhone, iPad, tablet, blackberry or other PDA, keys, equipment, identification cards, access card, corporate credit cards, mailing lists, rolodexes, personnel information, electronic information and files, computer print-outs, and computer disks and tapes, all without any destruction, deletion, alteration or any other type of compromise, whether such data and/or property was in hard copy or electronic form, (ii) after returning such property to the Company, Releasing Party has not retained any copies of any Confidential Information and/or any other materials, documents and/or property belonging to the Company and/or any of its affiliated entities, (iii) after returning such property to the Company, Releasing Party has permanently deleted all Confidential Information from his home and/or personal computer drives and from any other personal electronic, digital or magnetic storage devices, and (iv) Releasing Party shall remain in strict compliance with his obligations under any applicable Company policies, including without limitation those restricting the use of Confidential Information, prohibiting conflicts of interest, and assigning intellectual property.

10. Confidentiality of Agreement: To the greatest extent permitted by law, Releasing Party agrees he will maintain the confidentiality of this Agreement and will not disclose in any fashion the nature and terms of this Agreement, the amount of this settlement, and/or the substance or content of discussions involved in reaching this Agreement, and/or the underlying facts and circumstances relating to the Action except to Releasing Party's lawyer, accountant, or immediate family, or governmental agency without the prior written consent of an officer of the Company, except as necessary in any legal proceeding directly related Releasing Party's employment with the

Heatley v. Lin Rogers Electrical Contractors, Inc., et al.
AMENDED SETTLEMENT AND RELEASE AGREEMENT

Company or the provisions and terms of this Agreement, to prepare and file income tax forms, or as required by court order after reasonable notice to the Company; and provided that Releasing Party instructs the recipient(s) of the information (with the exception of a governmental agency), and such individuals agree not to disclose the terms of this Agreement. If Releasing Party is asked about the case, Releasing Party shall state that it is resolved and shall not further characterize this settlement. Parties agree that the Individual Settlement Agreement may be disclosed to the Court if and when it becomes necessary to obtain approval of the PAGA settlement.

11. Non-Disparagement: Releasing Party agrees that he shall not make, directly or indirectly, to any person or entity, including but not limited to the Released Group's present, future, and/or former clients, customers, and suppliers or to any other members of the public that are in any way disparaging or negative towards the Released Parties or their products and services.

12. Reference Inquiries: Releasing Party will direct all reference inquiries to W. Travis Billingsley. The Company will respond to all such reference requests by prospective employers by providing only dates of employment and job title.

13. Applicable Law and Enforcement: This Agreement shall be interpreted under the law of the state in which Releasing Party worked for the Company, without regard to conflicts of laws principles. The Superior Court of California, for the County of Orange, shall retain jurisdiction to enforce the terms of the Agreement pursuant to Section 664.6 of the Code of Civil Procedure. In an action to enforce the terms of the Agreement, the prevailing party shall be entitled to recovery of reasonable attorney's fees and costs.

14. Complete Release: This Release constitutes the complete and total agreement between Releasing Party and the Company with respect to issues addressed in this Agreement, except the obligations Releasing Party may have under any other Agreements with the Company regarding the non-disclosure of trade secrets and confidential or proprietary information, or assigning intellectual property, contained in any agreements Releasing Party may have entered into with the Company or under applicable law. Releasing Party represents he is not relying on any other written or oral representations not fully expressed in this document. Releasing Party agrees that this Agreement shall not be modified, altered, or discharged except by written instrument signed by Releasing Party and an authorized Company representative. The headings in this document are for reference only, and shall not in any way affect the meaning or interpretation of this Agreement. It is expressly understood and agreed by the Parties that this Agreement shall not modify, amend, change, alter or affect any terms of the PAGA Action settlement, which will be and is solely governed by the Settlement and Release Agreement executed by the Parties in the PAGA Action.

15. Severability: If any provision of this Agreement or the application thereof is held invalid, such invalidation shall not affect other provisions or applications of this Agreement and to this end, the provisions of this Agreement are declared to be severable. Such finding shall not affect the validity of the remainder of this Agreement, which shall remain in full force and effect and continue to be binding on the Parties.

16. Use As Evidence: The Parties agree that this Agreement may be used as evidence in a subsequent proceeding in which any of the Parties allege a breach of this Agreement or as a complete

Heatley v. Lin Rogers Electrical Contractors, Inc., et al.
AMENDED SETTLEMENT AND RELEASE AGREEMENT

defense to any lawsuit brought by any party. Other than this exception, the Parties agree that this Agreement will not be introduced as evidence in any proceeding or in any lawsuit.

17. Advice of Counsel: Releasing Party acknowledges he has read and fully understand the terms of this Agreement. The Company has advised Releasing Party, in writing, to consult with an attorney of his choice regarding the terms of this Agreement prior to signing this Agreement. Releasing Party has been represented by his legal counsel, who has read and explained to him the entire contents of this Agreement, as well as explained the legal consequences of the release.

18. Counterparts: This Agreement may be executed in separate counterparts and each such counterpart shall be deemed an original with the same effect as if all Parties had signed the same document. A photocopy or facsimile transmission of the Agreement, including signatures, shall be deemed to constitute evidence of the Agreement having been execute.

19. Drafting: Each Party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction or interpretation of this Agreement, the same shall not be construed against any Party on the basis that the Party was the drafter.

20. Consideration Period: Releasing Party understands he has at least 21 days from the date he receives this Agreement and any attached information to consider the terms of this Agreement, including whether to sign this Agreement (the "Consideration Period"). If Releasing Party chooses to sign this Agreement before the Consideration Period ends, Releasing Party represents that it is because he knowingly, voluntarily, and freely chose to do so after carefully considering its terms. Releasing Party agrees that changes, whether material or immaterial, do not toll or restart the running of the Consideration Period. Releasing Party agrees the Company has made no threats or promises to induce him to sign earlier. Releasing Party acknowledges that this Agreement is a "negotiated" agreement as defined by California law (Government Code 12964.5(d)(2) defines "negotiated" to mean the Agreement is "voluntary, deliberate, and informed, provides consideration of value to the employee, and that the employee is given notice and an opportunity to retain an attorney or is represented by an attorney").

21. Revocation Period: Releasing Party shall have seven calendar days from the date of execution to revoke this Agreement by delivering a written notice of revocation to the Company and its counsel (the "Revocation Period"). If the Revocation Period expires on a weekend or holiday, Releasing Party will have until the end of the next business day to revoke. This Agreement will become effective on the day after the end of the Revocation Period (the "Effective Date"), provided Releasing Party does not revoke this Agreement.

22. No Interference with Rights: Releasing Party understands this Agreement does not apply to (i) claims for unemployment or workers' compensation benefits, (ii) claims or rights that may arise after the date that Releasing Party signs this Agreement, (iii) any vested rights under the Company's ERISA-covered employee benefit plans as applicable on the date Releasing Party signs this Agreement, and (iv) any claims that controlling law clearly states may not be released by private agreement. Moreover, nothing in this Agreement (including but not limited to the acknowledgements, release of claims, the confidentiality and non-disparagement obligations, and the return of property provision) (i) limits or affects Releasing Party's right to challenge the validity of this Agreement under the ADEA or the OWBPA, (ii) prevents Releasing Party from

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communicating with, filing a charge or complaint with; providing documents or information voluntarily or in response to a subpoena or other information request to; or from participating in an investigation or proceeding conducted by the Equal Employment Opportunity Commission, National Labor Relations Board, the Securities and Exchange Commission, the Occupational Safety and Health Administration, law enforcement, or any other any federal, state or local agency charged with the enforcement of any laws, or from responding to a subpoena or discovery request in court litigation or arbitration, or (iii) precludes Releasing Party from exercising his rights, if any, under Section 7 of the NLRA or under similar state law to engage in protected, concerted activity with other employees, including discussing his compensation or terms and conditions of employment.

In addition, nothing in this Agreement shall be construed to prevent Releasing Party from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Releasing Party has reason to believe is unlawful; waive Releasing Party's right to testify in an administrative, legislative, or judicial proceeding concerning alleged criminal conduct or alleged sexual harassment on the part of the Company, or on the part of the agents or employees of the Company, when Releasing Party has been required or requested to attend such a proceeding pursuant to a court order, subpoena, or written request from an administrative agency or the legislature.

By signing this Agreement Releasing Party is waiving his right to recover any individual relief (including any backpay, front pay, reinstatement or other legal or equitable relief) in any charge, complaint, or lawsuit or other proceeding brought by Releasing Party or on his behalf by any third party, except for any right Releasing Party may have to receive a payment or award from a government agency (and not the Company) for information provided to the government agency or where otherwise prohibited.

Notwithstanding Releasing Party's confidentiality and non-disclosure obligations in this Agreement and otherwise, Releasing Party understands that, as provided by the Federal Defend Trade Secrets Act, Releasing Party will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

23. Authority to Enter Into Agreement: Each Party represents and warrants that, as of the Effective Date (as defined in Section 21, above), each has the right and authority to execute this Agreement, and each has not sold, assigned, transferred, conveyed, or otherwise disposed of any claims or demands relating to any right surrendered by virtue of this Agreement. Each Party further represents and warrants that they have had the opportunity to consult and have consulted legal counsel in connection with the negotiation and execution of this Agreement. Each of the Parties and their respective signatories represent that the signatory is either a party or a business representative or assignee of, and is fully authorized to execute this Agreement on behalf of, the Party for whom she or it signs.

24. Voluntary Execution of Agreement: Releasing Party understands and agrees that he executed this Agreement voluntarily, without any duress or undue influence on the part or behalf of

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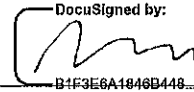
Released Group or any third party, with the full intent of releasing all of Releasing Party's Claims against Released Group. Releasing Party acknowledges that:

- a. Releasing Party has read this Agreement;
- b. Releasing Party has been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of Releasing Party's own choice;
- c. Releasing Party understands the terms and consequences of this Agreement and of the releases it contains; and,
- d. Releasing Party is fully aware of the legal and binding effect of this Agreement.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have caused this Amended Agreement to be executed as of April 23, 2024:

Jason Heatley

Dated: 4/23/2024

DocuSigned by:

B4F3E6A1846D448...

Lin Rogers Electrical Contractors, Inc.

Dated: _____

By: _____

Title: _____

Rogers Electric Service Corporation

Dated: _____

By: _____

Title: _____

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Released Group or any third party, with the full intent of releasing all of Releasing Party's Claims against Released Group. Releasing Party acknowledges that:

- a. Releasing Party has read this Agreement;
- b. Releasing Party has been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of Releasing Party's own choice;
- c. Releasing Party understands the terms and consequences of this Agreement and of the releases it contains; and,
- d. Releasing Party is fully aware of the legal and binding effect of this Agreement.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have caused this Amended Agreement to be executed as of April 23, 2024:

Jason Heatley

Dated: _____

Lin Rogers Electrical Contractors, Inc.

Dated: 4/23/2024

By: Lindsey Schaeltz

Title: CEO

Rogers Electric Service Corporation

Dated: 4/23/2024

By: Lindsey Schaeltz

Title: CEO