

RYAN CHUMAN, SBN 300695
ryanc@protectionlawgroup.com
ARNEL O. TAN, SBN 272428
arnel@protectionlawgroup.com
JOSEPH MARSHALL, SBN 354066
joe@protectionlawgroup.com
CHRISTINE V. REYES, SBN 346719
christine@protectionlawgroup.com
PROTECTION LAW GROUP, LLP
149 Sheldon Street
El Segundo, California 90245
Telephone: (424) 290-3095
Facsimile: (866) 264-7880

Attorneys for Plaintiff,
DAVID ANTOINE DORSEY

TIMOTHY B. DEL CASTILLO (SBN: 277296)
tdc@castleemploymentlaw.com
LISA L. BRADNER (SBN: 197952)
lb@castleemploymentlaw.com
CASTLE LAW: CALIFORNIA EMPLOYMENT COUNSEL, PC
2999 Douglas Blvd, Suite 180
Roseville, CA 95661
Telephone: (916) 245-0122

Attorneys for Defendant,
ALL PHASE CONSTRUCTION & ENGINEERING, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

DAVID ANTOINE DORSEY, individually
and on behalf of others similarly situated,

Plaintiff,

vs.

ALL PHASE CONSTRUCTION &
ENGINEERING, INC., a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 34-2022-00317812

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

Complaint Filed: April 1, 2022

Trial Date: None

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This Joint Stipulation of Class Action and PAGA Settlement is entered into by and between Plaintiff David Antoine Dorsey, individually and on behalf of the Class, Aggrieved Employees, and Defendant All Phase Construction & Engineering, Inc.

DEFINITIONS

1. "Agreement" or "Settlement Agreement" means this Joint Stipulation of Class Action and PAGA Settlement, entered into following a private mediation.
2. "Action" means the court action, entitled "*Dorsey v. All Phase Construction & Engineering, Inc.*," Case No. 34-2022-00317812, pending before the Sacramento County Superior Court. The claims include: (1) Violation of Cal. Labor Code §§ 510 and 1198 (Unpaid Overtime); (2) Violation of Cal. Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) Violation of Cal. Labor Code § 226.7 (Unpaid Rest Period Premiums); (4) Violation of Cal. Labor Code §§ 1194, 1197 and 1197.1 (Unpaid Minimum Wages); (5) Violation of Cal. Labor Code §§ 201, 202 and 203 (Final Wages Not Timely Paid); (6) Violation of Labor Code §§ 204 and 210 (Wages Not Timely Paid During Employment); (7) Violation of Cal. Labor Code § 226(a) (Failure to Provide Accurate Wage Statements); (8) Violation of Cal. Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business Expenses); (9) Violation of Cal. Business & Professions Code § 17200, *et seq.*; and (10) Violation of Labor Code § 2699 (PAGA). Defendant denies the allegations in the lawsuit, denies any failure to comply with the laws identified in the Action, and denies any liability for the causes of action alleged.
3. "Class Counsel" means Protection Law Group, LLP.
4. "Class Counsel's Fees and Costs" means attorneys' fees for Class Counsel's litigation and resolution of this Action and their expenses and costs incurred in connection with the Action, which shall be paid from the Gross Settlement Amount. Class Counsel will request attorneys' fees not to exceed One-Third (1/3) of the Gross Settlement Amount, *i.e.*, Seventy-Five Thousand One Hundred Nineteen Dollars and Twenty-Seven Cents

(\$75,119.27), and the reimbursement costs and expenses associated with the litigation and settlement of the Action, not to exceed Twenty-Five Thousand Dollars (\$25,000.00), subject to the Court's approval. Defendant does not oppose Plaintiff's contention that the filing of the lawsuit had a catalytic effect on prompting Defendant to issue \$25,357.81 in Prior Release Payments and that Class Counsel may seek to recover attorneys' fees for their role in securing the Prior Release Payments. Defendant agrees to not oppose Class Counsel's request for fees and reimbursement of costs and expenses in the amount set forth above. Any attorneys' fees and costs not approved by the Court shall become part of the Net Settlement Amount.

5. "Class List" means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator no later than fourteen (14) calendar days after the date on which the Court enters an Order granting Preliminary Approval of this Settlement. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include each Class Member's: (1) full name; (2) last known home address; (3) last known telephone number; (4) social security number; (5) start and end dates of active employment of each Class Member; (6) total Workweeks during the Class Period; (7) total pay periods during the PAGA Period; and (8) any other information required by the Settlement Administrator in order to effectuate the terms of the Settlement. This is a material term of the Settlement, and if Defendant fails to comply, Plaintiff shall have the right to void the Settlement.

6. "Class" or "Class Members" means all current and former non-exempt employees of Defendant who performed work for Defendant in the state of California at any time during the Class Period, and who did not previously enter into a settlement agreement with Defendant regarding the claims alleged in the operative complaint in the matter *David Antoine Dorsey v. All Phase Construction & Engineering, Inc.*, Sacramento County Superior Court Case No. 34-2022-00317812.

7. "Class Period" means the period from April 1, 2018, and ending on August 5, 2024.

8. "Class Representative" means Plaintiff David Antoine Dorsey in his capacity as representatives of the Participating Class Members.
9. "Plaintiff's Incentive Payment" means the amount that the Court authorizes to be paid to Plaintiff in addition to whatever monetary settlement Plaintiff is entitled to recover from the Net Settlement Amount as a Class Member, in recognition of the efforts and risks he has taken in assisting with the prosecution of the Action and in exchange for the General Release of his claims as provided herein. Defendant agrees not to oppose Plaintiff's request for an Incentive Payment of Five Thousand Dollars (\$5,000.00). Any amount of the Incentive Payment not approved by the Court shall become part of the Net Settlement Amount.
10. "Court" means the Superior Court of the State of California for the County of Sacramento.
11. "Defendant" means All Phase Construction & Engineering, Inc. and its past and present and/or future, owners, direct and/or indirect, officers, directors, members, managers, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.
12. "Defense Counsel" means Castle Law: California Employment Counsel, PC.
13. "Effective Date" means the later date of the following: (a) if no timely objections are filed or if all objections are withdrawn, the date upon which the Court enters Final Approval; (b) if an objection is filed and not withdrawn, the date for filing an appeal and no such appeal being filed; (c) if any timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in a way that does not alter the terms of the settlement.
14. "Final Approval" means the Court entering an order granting final approval of the Settlement Agreement.
15. "Gross Settlement Amount" means the sum of Two Hundred Twenty-Five Thousand Three Hundred Fifty-Seven Dollars and Eighty-One Cents (\$225,357.81). The Parties agree that Defendant has already paid prior release payments towards the Gross Settlement

Amount for release payments previously made to Putative Class Members after the filing of the lawsuit in the amount of Twenty-Five Thousand Three Hundred Fifty-Seven Dollars and Eighty-One Cents (\$25,357.81) (“Prior Release Payments”). Thus, the additional total payment by Defendant in connection with this Settlement shall not exceed Two Hundred Thousand Dollars (\$200,000.00), excluding employer-side payroll taxes. Nothing in this Agreement shall be construed, and in no event shall Defendant be obligated to pay more than \$200,000 toward the Gross Settlement Amount. The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Amount will return to Defendant, and includes all: (1) payments to the Participating Class Members; (2) Class Counsel’s Fees (3) Class Counsel’s Costs; (4) Settlement Administration Costs; (5) Incentive Payment to Plaintiff; and (6) Payment of PAGA penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”) and PAGA Members. The Gross Settlement Amount is based on Defendant’s representation that the Class Members worked a total of 4,327 Workweeks between April 1, 2018, and August 5, 2024. The Gross Settlement Amount is exclusive of the employer’s share of any applicable payroll taxes, and any such employer-side payroll taxes shall be paid by Defendant separately and in addition to the Gross Settlement Amount.

16. “Individual Settlement Payment” means the amount payable from the Net Settlement Amount to each Participating Class Member and any payment a PAGA Member is eligible to receive from the employee portion of the PAGA Payment. Individual Settlement Payments shall be paid by a Settlement Check made payable to Participating Class Members and/or PAGA Members. The amounts paid as wages shall be subject to all tax withholdings customarily made from the employee’s wages and all other authorized and required withholdings. The amounts paid as penalties and interest shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees’ wages. The Settlement Administrator will be responsible for issuing to Participating Class Members a form W-2 for amounts deemed “wages” and an IRS Form

1099 for the amounts deemed penalties and interest. Payments from the PAGA portion of the settlement to the PAGA Members shall be allocated as 100% penalties.

17. “Net Settlement Amount” means the funds available for payments to the Class, which shall be amount remaining after the following amounts are deducted from the Gross Settlement Amount: (1) Class Counsel’s fees, (2) Class Counsel’s costs, (3) Settlement Administration Costs, (4) Incentive Payment to Named Plaintiff; (5) the PAGA Penalties to be paid to the LWDA and PAGA Members and (6) Prior Release Payments in the total amount of \$25,357.81 already made to former putative Class Members.

18. “Class Notice” means the Notice of Class Action Settlement in a form substantially similar to the form attached hereto as **Exhibit A**, in both English and Spanish, providing a summary of the provisions of the Settlement, that will be mailed to the Class Members’ last known addresses. The Class Notice shall list the number of Workweeks worked by the Class Member during the Class Period and the estimated individual payment each Class Member will receive if they participate in the Settlement. The Class Notice will also include instructions on how to opt-out of and object to the Settlement. The Settlement Administrator shall mail the Class Notice to Class Members via First Class U.S. Mail no later than seven (7) calendar days after receiving the Class List from Defendant.

19. “PAGA” means the California Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”).

20. “PAGA Penalties” means the amount that the Parties have agreed to allocate in order to settle claims arising under the Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*) (“PAGA”). The Parties have agreed that Fifteen Thousand Dollars (\$15,000.00) of the Gross Settlement Amount will be allocated to the resolution of Plaintiffs’ PAGA Claims. Seventy-Five Percent (75%) of this amount (\$11,250.00) will be paid to the California Labor and Workforce Development Agency in accordance with Labor Code §§ 2698 *et seq.* Twenty Five Percent (25%) of this amount (\$3,750.00), will be distributed to PAGA Members on a *pro rata* basis, based on the total number of pay

periods worked by each PAGA member during the PAGA period.

21. “PAGA Period” means the period from April 1, 2021, and ending on August 5, 2024.

22. “PAGA Members” means all current and former non-exempt employees of Defendant who performed work for Defendant in the state of California, at any time during the PAGA Period.

23. “Parties” means Plaintiffs and Defendant, collectively, and “Party” shall mean either Plaintiffs or Defendant, individually.

24. “Participating Class Members” means all Class Members who do not timely opt out of the Settlement.

25. “Plaintiff” means David Antoine Dorsey.

26. “Preliminary Approval” means the Court order granting preliminary approval of the Settlement Agreement.

27. “Objection” means a Participating Class Member’s valid and timely written objection to the Settlement Agreement. For an Objection to be valid, it must include: (a) the objector’s full name, address, telephone number, last four digits of the employees social security number or employee ID number and (b) the name of the case and case number; and (c) a written statement of all grounds for the objection accompanied by legal support, if any, for such objection. Class Members will be provided sixty (60) days within which to submit objections. Class Members who wish to object will need to mail those objections to the Settlement Administrator only. Class Members will not be barred from appearing at the final approval hearing if they have not complied with the objection procedures for mailing objections to the Settlement Administrator. The Settlement Administrator shall provide counsel for the Parties with complete copies of all objections received, including the postmark dates or fax timestamps for each objection, within five (5) calendar days of receipt. Plaintiff’s Counsel will provide copies of any objections and supporting documents to the Court at least ten (10) days before the Final Approval Hearing.

28. “Released Class Claims” means all claims, rights, demands, liabilities and causes of

actions that are alleged, or that reasonably could have been alleged, based on the facts asserted in the operative complaint in the Action including factual claims regarding Defendant's alleged: (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; including any claims regarding failure to pay at the correct rate of pay; (iv) failure to reimburse necessary business expenses; (v) failure to provide complete, accurate wage statements; (vi) failure to pay wages timely at time of termination or resignation; (vii) failure to provide timely pay wages during employment; and (viii) unfair business practices. This release shall apply to claims arising during the Class Period. These released claims shall also include any and all claims for compensation of any type whatsoever, that could have been based on the facts alleged in the operative complaint in the Action including but not limited to claims for wages (including, but not limited to, overtime and minimum wages), prevailing wages, bonuses, travel time, commissions, incentive compensation, meal break premiums, rest break premiums, inaccurate wage statements, expense reimbursements, or related penalties. This release does not pertain to any right which is not otherwise waivable pursuant to statute or law.

29. "Released PAGA Claims" means all claims under the California Labor Code Private Attorneys General Act of 2004 for civil penalties that could have been premised on the facts alleged in the PAGA Letter provided to the LWDA, including but not limited to penalties that could have been awarded pursuant to Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and 2699, as well as the Industrial Welfare Commission Wage Orders including No. 16. This release shall apply to claims arising during the PAGA Period.

30. "Released Parties" means Defendant All Phase Construction & Engineering, Inc. and its past and present and/or future, owners, direct and/or indirect, officers, directors, members, managers, agents, representatives, attorneys, insurers, partners, investors, shareholders,

administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

31. “Request for Exclusion” means a valid and timely written statement submitted by a Class Member requesting to be excluded from the settlement of the Released Class Claims. To be effective, the Request for Exclusion must contain (a) the Class Member’s name, address, telephone number, and the last four digits of the Class Member’s Social Security number and/or the Employee ID number and (b) a clear statement requesting to be excluded from the settlement of the class claims. To be effective, the Request for Exclusion must be post-marked by the Response Deadline and received by the Settlement Administrator. The Request for Exclusion shall not be effective as to the release of claims arising under the Private Attorneys General Act.

32. “Response Deadline” means the date sixty (60) days after the Settlement Administrator mails Notice to Class Members and the last date on which Class Members may submit Requests for Exclusion, written objections to the Settlement, or Workweek Disputes. In the event the 60th day falls on a Sunday or Federal holiday, the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline for Requests for Exclusion, written objections, or workweek disputes, will be extended fifteen (15) calendar days for any Class Member who is re-mailed a Notice by the Settlement Administrator, unless the 15th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline may also be extended by express agreement between Class Counsel and Defendant. Under no circumstances, however, will the Settlement Administrator have the authority to unilaterally extend the Response Deadline.

33. “Settlement” means the disposition of the Action pursuant to this Agreement.

34. “Settlement Administrator” shall be Apex Class Action Administration. The Parties each represent that they do not have any financial interest in the Settlement Administrator or

otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

35. “Settlement Administration Costs” mean the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, calculating/confirming the class member Workweeks from the information contained in the Class List, calculating each Participating Class Member’s Individual Settlement Payment, calculating the PAGA Portion of the PAGA Members individual settlement payment, tax reporting, distributing the Gross Settlement Amount, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement, and as requested by the Parties. Settlement administration Costs shall not exceed Six Thousand Nine Hundred Ninety Dollars (\$6,990.00). Settlement administration shall be paid from the Gross Settlement Amount, subject to court approval. To the extent that Settlement Administration costs are ultimately less than the amount of the quote provided by the selected Settlement Administrator, the remainder shall become part of the Net Settlement Amount.

36. “Workweek” shall mean any week in which a Class Member performed work on at least one (1) day for Defendant.

TERMS OF AGREEMENT

37. Settlement Consideration: Defendant shall fund the Gross Settlement Amount of \$200,000 (which is the total settlement amount less \$25,357.81 already paid to putative Class Members) and all applicable employer-side payroll taxes following Final Approval by the Court and the occurrence of the Effective Date. The following will be paid out of the Gross Settlement Amount: the sum of the Individual Settlement Payments, the Plaintiff’s Incentive Payment, Class Counsel’s Fees and Costs, the PAGA Payment, and the Settlement Administration Costs, as specified in this Agreement. Except for any employer-side taxes due on the Individual Settlement Payments, or as a result of an

increase in the number of Workweeks as set forth below, Defendant shall not be required to pay more than the Gross Settlement Amount of \$200,000 (which is the total settlement amount less \$25,357.81 already paid to putative Class Members) . The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Amount will revert to Defendant.

38. Potential Increase to the Gross Settlement Amount: Defendant has represented there are approximately 4,327 Workweeks between October 1, 2018, and August 5, 2024. Should the actual number of Workweeks increase by more than ten percent (10%) (*i.e.*, by more than 433 Workweeks), then the end date of the Class Period shall be revised to end on the date the qualifying Workweeks exceed the 10% threshold. Similarly, should the qualifying pay periods worked by the PAGA members during the PAGA Period increase by more than 10% from the 7,054 that Defendant has represented there are between April 1, 2021, and August 5, 2024 (*i.e.*, by more than 706 pay periods), the end date of the PAGA Period shall be revised to end on the date the qualifying pay periods exceed the 10% threshold.

39. Funding of the Gross Settlement Amount: Within fourteen (14) calendar days of the Effective Date of the Settlement, provided that the Effective Date occurs **after** August 6, 2025. If the Effective Date occurs **before** August 6, 2025, the settlement shall be funded no later than August 20, 2025. Defendant will deposit the Gross Settlement Amount and all applicable employer-side payroll taxes into a Qualified Settlement Fund (“QSF”) to be established by the Settlement Administrator. Defendant shall provide all information necessary for the Settlement Administrator to calculate necessary payroll taxes including its official name, 8-digit state unemployment insurance tax ID number, and other information requested by the Settlement Administrator, no later than seven (7) calendar days of the Effective Date.

40. Distribution of the Gross Settlement Amount: Within fourteen (14) calendar days of the funding of the Settlement, the Settlement Administrator will issue payments for: (a) Individual Settlement Payments; (b) the PAGA Payment to the Labor and Workforce

Development Agency; (c) the Class Representative Enhancement Payment; (d) Class Counsel's Fees and Costs; and (e) Settlement Administration Costs.

41. Attorneys' Fees and Costs: The Parties will each bear their own attorney's fees, costs and expenses arising out of and/or connected with Plaintiff's claims, as well as the negotiation, drafting, and execution of this Agreement, and all matters arising out of or connected herewith. Defendant agrees to the designation of Protection Law Group, LLP as counsel for the Settlement Class for all purposes in this case. Defendant further agrees not to oppose Class Counsel's application or motion for attorneys' fees of up to 1/3 of the Gross Settlement Amount, Seventy-Five Thousand One Hundred Nineteen Dollars and Twenty-Seven Cents (\$75,119.27), and reasonable costs of up to Twenty-Five Thousand Dollars (\$25,000.00). Any portion of the requested fees or costs that is not approved by the Court shall become part of the Net Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

42. Plaintiff's Incentive Payment: Defendant agrees not to oppose Plaintiff's request for an Incentive Payment of Five Thousand dollars (\$5,000.00). Plaintiff will be issued an IRS Form 1099 in connection with this payment. The Incentive Payment is in addition to whatever monetary settlement Plaintiff is entitled to recover from the Net Settlement Amount as a Class Member. Any amount of the Incentive Payment not approved by the Court shall become part of the Net Settlement Amount.

43. Settlement Administration Costs: Settlement Administration expenses shall be paid from the Gross Settlement Amount, subject to court approval. To the extent that Settlement Administration costs are ultimately less than the amount of the quote provided by the selected Settlement Administrator, the remainder shall become part of the Net Settlement Amount.

44. PAGA Payment: Fifteen Thousand Dollars (\$15,000) shall be allocated from the Gross Settlement Amount as PAGA Penalties. Seventy-Five Percent (75%) of this amount (\$11,250.00) will be paid to the California Labor and Workforce Development Agency in

accordance with Labor Code §§ 2698 *et seq.* Twenty Five Percent (25%) of this amount (\$3,750.00), will be distributed to PAGA Members on a *pro rata* basis, based on the total number of pay periods worked by each PAGA member during the PAGA period.

45. Net Settlement Amount for Payment of Class Claims: The Net Settlement Amount will be used to satisfy the Individual Settlement Payments to the Class Members in accordance with the terms of this Agreement. The estimated Net Settlement Amount is as follows:

Gross Settlement Amount:	\$225,357.81
Prior Release Payments already made:	\$25,357.81
Plaintiff's Incentive Payment:	\$5,000.00
Class Counsel's Fees:	\$75,119.27
Class Counsel's Costs:	\$25,000.00
PAGA Payment:	\$15,000.00
Settlement Administration Costs:	\$6,990.00
Estimated Net Settlement Amount:	\$72,890.73

46. Individual Settlement Payment Calculations: Individual Settlement Payments will be paid from the Net Settlement Amount and the 25% portion of the PAGA Penalties allocated for PAGA Members. Specific calculations of Individual Settlement Payments will be made as follows:

a) Calculation of Class Portion of Individual Settlement Payments: Defendant will provide the Settlement Administrator with the total number of Workweeks for each Participating Class Member. Defendant will also provide the total aggregated number of Workweeks worked by all Participating Class Members during the Class Period. The amount that each Participating Class Member will be eligible to receive will be calculated by dividing each participating Class Member's individual Workweeks by the total Workweeks of all Participating Class Members and multiplying the resulting fraction by the Net Settlement Amount.

b) Calculation of PAGA Portions of Individual Settlement Payments: Defendant will

also provide the Settlement Administrator with the total number of pay periods for each PAGA Member. Defendant will also provide the total aggregated number of pay periods worked by all PAGA Members during the PAGA Period. The amount that each PAGA Member will receive will be calculated by dividing each participating PAGA Member's individual pay periods by the total pay periods of all PAGA Members, and multiplying the resulting fraction by the 25% share of the PAGA Penalties designated for distribution to aggrieved employees. PAGA Members shall receive this portion of their Individual Settlement Payment regardless of whether they opt out of the participation regarding the class claims.

c) Allocation of Individual Settlement Payments: The Individual Settlement Payments estimate indicated on the Notice are subject to change, depending on factors including how many Class Members become Excluded Class Members (resulting in their Individual Workweeks being removed from the final Class Workweeks, thereby increasing the final weekly settlement amount). The Class portion of each Individual Settlement Payment will be designated as 20% wages, 40% interest, and 40% penalties. The PAGA portion of each Individual Settlement Payment will be allocated as 100% penalties.

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

48. Settlement Administration Process: The Parties agree to cooperate in the administration of the Settlement and to make all reasonable efforts to control and minimize the costs and

expenses incurred in administration of the Settlement. The Settlement Administrator will provide the following services:

- a) Establish and maintain a Qualified Settlement Fund.
 - b) Calculate the Individual Settlement Payment each Participating Class Member is eligible to receive and the portion of the PAGA Payment each PAGA Member shall receive.
 - c) Translate the Notice from English to Spanish and print and mail the Notice.
 - d) Assist Class Members who have questions regarding the Notice.
 - e) Conduct additional address searches for mailed Notices that are returned as undeliverable.
 - f) Calculate Participating Class Members' Individual Settlement Payments, process any Requests for Exclusion, and field inquiries from Class Members.
 - g) Calculate and make all payments on behalf of Defendant required pursuant to the Settlement Agreement, including but not limited to, FICA, FUTA, and SDI contributions and the employer's portion of all payroll taxes, which shall be made from the Class Settlement Amount.
 - h) Print and issue Settlement Payment Checks, prepare IRS W2 and 1099 Tax Forms and any other filings required by any governmental taxing authority. Basic accounting for and payment of employee tax withholdings and forwarding all payroll taxes and penalties to the appropriate government authorities will also be included as part of this service.
 - i) Provide declarations and/or other information to this Court as requested by the Parties and/or the Court regarding the Settlement Administration Process.
 - j) Provide bi-monthly status reports to counsel for the Parties.
 - k) Post a notice of final judgment online at Settlement Administrator's website.
49. Delivery of the Class List: No later than fourteen (14) calendar days after the date on which the Court enters an Order granting Preliminary Approval of the Settlement, Defendant will provide the Class List to the Settlement Administrator. This is a material

term of the Agreement, and if Defendant fails to comply, Plaintiff shall have the right to void the Agreement.

50. Notice by First Class U.S. Mail: Within seven (7) calendar days after receiving the Class List from Defendant, the Settlement Administrator will mail the Notice to all Class Members via regular First Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

51. Confirmation of Contact Information in the Class List: Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Notice Packets returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Notice Packet. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member involved and will then perform a single re-mailing. Those Class Members who receive a re-mailed Notice Packet, whether by skip-trace or by request, will have between the later of: (a) an additional fourteen (14) calendar days; or (b) the Response Deadline to postmark or electronically submit a Request for Exclusion or an objection to the Settlement.

52. Notice: All Class Members will be mailed a Notice in both English and Spanish containing the Form attached as **Exhibit A** as approved by the Court. Each Notice will: (a) provide a summary of the provisions of the Settlement; (b) list the number of Workweeks worked by the Class Member during the Class Period; and (c) the estimated individual payment each Class Member will receive if they participate in the Settlement.

53. Disputed Information on Notice: Class Members will have an opportunity to dispute the information provided in their Notice. To the extent Class Members dispute the number of

Workweeks with which they have been credited or the amount of their Individual Settlement Payment, Class Members may produce evidence to the Settlement Administrator showing that such information is inaccurate. Absent evidence rebutting Defendant's records, Defendant's records will be presumed determinative. However, if a Class Member produces evidence to the contrary by the Response Deadline, the Parties will evaluate the evidence submitted by the Class Member and the Parties will make the final decision as to the number of eligible Workweeks that should be applied and/or the Individual Settlement Payment to which the Class Member may be entitled. If the Parties do not agree, the dispute will be submitted to the Court.

54. Defective Submissions: If a Class Member's Request for Exclusion is defective as to the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Class Member that his or her submission is defective and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have until the later of (a) the Response Deadline or (b) fifteen (15) calendar days from the date of the cure letter, whichever date is later, to postmark a revised Request for Exclusion. If a Class Member responds to a cure letter by filing a defective claim, then the Settlement Administrator will have no further obligation to give notice of a need to cure. If the revised Request for Exclusion is not postmarked within that period, it will be deemed untimely.

55. Request for Exclusion Procedures: Class members will be provided sixty (60) days within which to submit requests for exclusion. Any Class Member wishing to opt-out from the release of the Released Class Claims must sign and postmark a written Request for Exclusion to the Settlement Administrator by the Response Deadline. The Request for Exclusion must include (a) the Class Member's name, address, telephone number, and the last four digits of the Class Member's Social Security number and/or the Employee ID number and (b) a clear statement requesting to be excluded from the settlement of the class

claims. The date of the postmark on the return mailing envelope receipt confirmation will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. All Requests for Exclusion will be submitted to the Settlement Administrator, who will certify jointly to Class Counsel and Defendant's Counsel the Requests for Exclusion that were timely submitted. All Class Members who do not request exclusion from the Action will be bound by all terms of the Settlement Agreement if the Settlement is granted final approval by the Court. The Request for Exclusion shall not be effective as to the release of claims arising under the Private Attorneys General Act.

56. Defendant's Right to Rescind: If ten percent (10%) or more of the Class Members (rounded to the next whole number) elect not to participate in the Settlement, Defendant may, at its election, rescind the Settlement Agreement and all actions taken in furtherance of it will be thereby null and void. Defendant must meet and confer with Class Counsel prior to exercising this right and must make clear their intent to rescind the Agreement within thirty (30) calendar days of the Settlement Administrator notifying the Parties of these opt-outs. If Defendant exercises their right to rescind the Agreement, Defendant shall be responsible for all Settlement Administration Costs incurred to the date of rescission.

57. Settlement Terms Bind All Class Members Who Do Not Opt-Out: Upon the complete funding of the Gross Settlement Amount, any Class Member who does not affirmatively opt-out of the Settlement by submitting a timely and valid Request for Exclusion will be bound by all of its terms, including those pertaining to the Released Class Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the Settlement. Class Members who opt-out of the Settlement shall not be bound by such Judgment or the Class Release. However, the opt-out shall not be effective as to the release of claims arising under the Private Attorneys General Act. The names of Class Members who have opted-out of the settlement shall be disclosed to the Counsel for both Plaintiff and Defendant and noted in the proposed Judgment submitted to the Court.

58. Objection Procedures: Class members will be provided sixty (60) days within which to submit objections. To object to the Class portion of the Settlement, a Participating Class Member must postmark a valid Objection to the Settlement Administrator on or before the Response Deadline. The Objection must be signed by the Participating Class Member and contain all information required by this Settlement Agreement including the employees full name, address, telephone number, the last four digits of their social security number and/or Employee ID number, the name of the case and case number, and the specific reason including any legal grounds for the Participating Class Members objection. The postmark date will be deemed the exclusive means for determining that the Notice of Objection is timely. Participating Class Members who fail to object in the manner specified above will be foreclosed from making a written objection, but shall still have a right to appear at the Final Approval Hearing in order to have their objections heard by the Court. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Participating Class Members to submit written objections to the Settlement or appeal from the Order and Judgment. Class Counsel will not represent any Class Members with respect to any objections to this Settlement.

59. Certification Reports Regarding Individual Settlement Payment Calculations: The Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report which certifies: (a) the number and names of Participating Class Members from the Settlement Class who have disputed their anticipated Individual Settlement Payment; (b) the number of Class Members who have submitted valid Requests for Exclusion; and (c) any objections submitted to the Settlement along with a copy of any such objection. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested.

60. Uncashed Settlement Checks: Any checks issued by the Settlement Administrator to Participating Class Members and PAGA Members will be negotiable for at least one

hundred eighty (180) calendar days. If a Participating Class Member or PAGA Member does not cash his or her Settlement Check or PAGA payment check within 180 days, the uncashed funds, subject to Court approval, shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code §1500, *et. seq.* for the benefit of those Participating Class Members and PAGA Members who did not cash their checks until such time that they claim their property. The Parties agree that this disposition results in no “unpaid residue” under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to Participating Class Members and the entire 25% portion of the PAGA Payment will be paid out to the PAGA Members, whether or not they all cash their Settlement Checks or PAGA payment checks. Therefore, Defendant will not be required to pay any interest on such amounts. The Individual Settlement Payments provided to Participating Class Members and to PAGA Members shall prominently state the expiration date or a statement that the Settlement Check will expire in one hundred eighty (180) days, or alternatively, such a statement may be made in a letter accompanying the Individual Settlement Payment. Expired Individual Settlement Payments will not be reissued, except for good cause and as mutually agreed by the Parties in writing. The parties agree no unclaimed funds will result from the settlement.

61. Administration of Taxes by the Settlement Administrator: The Settlement Administrator will be responsible for issuing to Plaintiff, Participating Class Members, PAGA Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes and penalties to the appropriate government authorities.

62. Tax Liability: Defendant makes no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff and Participating Class Members are not relying on any statement, representation, or calculation by Defendants or by the Settlement

Administrator in this regard. Plaintiff and Participating Class Members understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein. Defendant's share of any employer payroll taxes and other required employer withholdings due on the Individual Settlement Payments, including, but not limited to, Defendant's FICA and FUTA contributions, shall be paid separate and apart from the Gross Settlement Amount.

63. Circular 230 Disclaimer: Each Party to this Agreement (for purposes of this section, the "Acknowledging Party" and each Party to this Agreement other than the acknowledging party, an "Other Party") acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the Acknowledging Party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any Other Party or any attorney or advisor to any Other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the Acknowledging Party, and (3) no attorney or adviser to any Other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

64. No Prior Assignments: The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim,

demand, action, cause of action or right herein released and discharged.

65. Release by Participating Class Members: Upon the complete funding of the Gross Settlement Amount and all applicable employer-side payroll taxes by Defendant, Participating Class Members shall fully release and discharge the Released Parties from the Released Class Claims that arose during the Class Period. This release shall be binding on all Participating Class Members.

66. Release by the State of California and LWDA: Upon the complete funding of the Gross Settlement Amount and all applicable employer-side payroll taxes by Defendant, the LWDA and the State of California, through Plaintiff as its agent and/or proxy, shall fully release and discharge the Released Parties from the Released PAGA Claims that arose during the PAGA Period. The Parties intend for this PAGA settlement to have claim preclusion, issue preclusion, or otherwise bar a representative action if an aggrieved employee were to bring a subsequent claim on behalf of the LWDA based on the same factual predicate as this action and covering the same time period.

67. Release of Additional Claims & Rights by Plaintiff: Upon the funding of the Gross Settlement Amount, Plaintiff agrees—on behalf of himself only—to the additional following General Release: In consideration of Defendants’ promises and agreements as set forth herein, Plaintiff hereby fully releases the Released Parties from any and all Released Class Claims and Released PAGA Claims and also generally releases and discharges the Released Parties from any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have been or could have been asserted against the Released Parties arising out of or relating to his employment by Defendant or termination thereof, including but not limited to claims for wages, restitution, penalties, retaliation, defamation, discrimination, harassment or wrongful termination of employment. This release specifically includes any and all claims, demands, obligations and/or causes of action for damages, restitution, penalties, interest, and attorneys’ fees and costs (except provided by the Settlement Agreement) relating to or in any way connected with the matters referred to

herein, whether or not known or suspected to exist, and whether or not specifically or particularly described herein. Specifically, Plaintiff waives all rights and benefits afforded by California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

This release specifically excludes claims for unemployment insurance, disability, social security, and workers compensation (with the exception of claims arising pursuant to California Labor Code Sections 132(a) and 4553).

68. Neutral Employment Reference: Defendant agrees that it will adopt a neutral reporting policy regarding any future employment references related to Plaintiff. In the event that any potential or future employers of Plaintiff requests a reference regarding Defendant's employment of Plaintiff, Defendant shall only provide Plaintiff's dates of employment, job titles during employment, and final rate of pay. Defendant shall not refer to the Action or this Settlement.

69. Nullification of Settlement Agreement: In the event that: (a) the Court does not finally approve the Settlement as provided herein; (b) the Court strikes or does not approve any material term of this Settlement Agreement; or (c) the Settlement does not become final as written and agreed to by the Parties for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, all amounts deposited into the QSF will be returned to Defendant, and the Parties shall be returned to their original respective positions. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning. Should the Court fail to approve this settlement for any reason, the Parties

agree that they will return to and attend mediation with a mutually agreed Mediator in an effort to reach a settlement that may be approved by the Court.

70. Preliminary Approval Hearing: Plaintiff will obtain a hearing before the Court to request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order for: (a) conditional certification of the Class for settlement purposes only, (b) Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the Notice to be sent to all Class Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff will submit this Agreement, which sets forth the terms of the Settlement, and will include the proposed Notice attached as Exhibit A. Defendant agrees that it will not oppose Plaintiff's motion for Preliminary Approval, so long as it is in line with the terms of this Settlement Agreement and does not make any material misrepresentations of the case. Any failure by the Court to fully and completely approve the Agreement as to the Action will result in this Settlement Agreement and the Memorandum of Understanding entered into by the Parties, and all obligations under this Settlement Agreement and the Memorandum of Understanding being nullified and voided.

71. Final Settlement Approval Hearing and Entry of Judgment: Upon expiration of the deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to determine the Final Approval of the Settlement Agreement along with the amounts properly payable for: (a) Individual Settlement Payments; (b) the Attorneys' Fees and Costs; (c) the Class Representative Enhancement Payments; and (d) the Settlement Administration Costs. Class Counsel will be responsible for drafting all documents necessary to obtain Final Approval. Any failure by the Court to fully and completely approve the Settlement Agreement as to all of the Action, or the entry of any Order by another Court with regard to any of the Action which has the effect of modifying material

terms of this Agreement or preventing the full and complete approval of the Settlement Agreement as written and agreed to by the Parties, will result in this Agreement and all obligations under this Agreement being null and void. Defendant agrees they shall not oppose the granting of the Motion for Final Approval, provided Defendant has not exercised their right to rescind pursuant to the terms of this Agreement.

72. Judgment and Continued Jurisdiction: Upon Final Approval of the Settlement by the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Judgment to the Court for its approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement.

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

74. Entire Agreement: This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

75. Amendment or Modification: This Settlement Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest and approved by the Court.

76. Authorization to Enter into Settlement Agreement: Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best

efforts to affect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

77. Binding on Successors and Assigns: This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

78. California Law Governs: All terms of this Settlement Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

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

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

81. Invalidity of Any Provision: Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

82. Waiver of Certain Appeals: The Parties agree to waive appeals and to stipulate to class

certification for purposes of this Settlement only; except, however, that either party may appeal any court order that materially alters the Settlement Agreement's terms.

83. Class Action Certification for Settlement Purposes Only: The Parties agree to stipulate to the certification of the Class for Settlement purposes only. If, for any reason, the Settlement is not approved, the stipulation to certification will be void. The Parties further agree that certification for purposes of the Settlement is not an admission that class action certification is proper under the standards applied to contested certification motions and that this Agreement will not be admissible in this or any other proceeding as evidence that either: (a) a class action should be certified or (b) Defendant is liable to Plaintiff or any Class Member, other than according to the Settlement's terms.

84. Non-Admission of Liability: The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Agreement, Defendant does not admit, and specifically deny, they have violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to their employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

85. Captions: The captions and section numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the

provisions of this Agreement.

86. Waiver: No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

87. Enforcement Action: In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

88. Mutual Preparation: The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against one Party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

89. Representation by Counsel: The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel and reviewed in full. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Agreement.

90. All Terms Subject to Final Court Approval: All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

91. Cooperation and Execution of Necessary Documents: The Parties agree to cooperate to promote participation in the Settlement, and in seeking court approval of the Settlement. The Parties and their counsel agree not to take any action to encourage any Class Members

to opt out of and/or object to the Settlement. Defendant agrees not to obtain any settlement agreement waivers, Pick Up Stix agreements or arbitration agreements from any Class Member prior to the funding of the Gross Settlement Amount concerning claims released via this Agreement, or enter into any arbitration agreement with any Class Member that covers the claims released via this Agreement during the Settlement approval process prior to the funding of the Gross Settlement Amount and that the Parties will work in good faith to reach an agreement approved by the Court. Defendant further agrees that it will not oppose Plaintiff's motion for preliminary approval or motion for final approval.

92. Confidentiality: The Parties and their counsel agree to keep the terms of the Settlement confidential until the filing of Plaintiff's Motion for Preliminary Approval. Plaintiff, Class Counsel, Defendant and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry or have any communication with the press about the fact, amount or terms of the Settlement Agreement. Nothing in this Settlement Agreement shall limit Defendant's ability to fulfill disclosure obligations reasonably required by law or in furtherance of business purposes, including the fulfillment of obligations stated in this Settlement Agreement or limit Class Counsel's communications with the Class Members in furtherance of approval of this Settlement.

93. Binding Agreement: The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality provisions that otherwise might apply under federal or state law. The Parties agree that the Court shall have jurisdiction to enforce the terms and conditions of the settlement pursuant to Code of Civil Procedure section 664.6 upon notice motion of any party.

94. Privileged Class Data: Information, documents, records, policies, and data provided to

Class Counsel pursuant to Cal. Evid. Code section 1152, under the mediation privilege, or otherwise in this matter, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, shall only be used with respect to this Settlement, and no other purpose, and shall not be used in any way that violates any existed contractual agreement, statute, or rule of court. Class Counsel shall not use Defendant's policies, records, data, information, employee names, or any other materials provided in this matter to file a subsequent lawsuit against Defendant. These privileged materials shall not be shared with any other individual, entity, law firm, or party.

Dated: 7/1/2025

PLAINTIFF

By:  Signed by:
4634A0586775493...
DAVID ANTOINE DORSEY

Dated: July 1, 2025

PROTECTION LAW GROUP, LLP

By: 
Ryan Chuman, Esq.
Arnel O. Tan, Esq.
Joseph O. Marshall, Esq.
Christine V. Reyes, Esq.
Attorneys for Plaintiff,
David Antoine Dorsey

Dated: Jul 16, 2025

DEFENDANT

**ALL PHASE CONSTRUCTION &
ENGINEERING, INC.**

By:  Heidi Easley (Jul 16, 2025 12:42 PDT)

Name: Heidi Easley

Title: CFO

Dated: July 16, 2025

**CASTLE LAW: CALIFORNIA
EMPLOYMENT COUNSEL, PC**

By: 

Timothy B. Del Castillo
Lisa L. Bradner
Attorneys for Defendant,
All Phase Construction & Engineering, Inc.

Exhibit A

NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT

Dorsey v. All Phase Construction & Engineering, Inc.
Sacramento County Superior Court, Case No. 34-2022-00317812

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

To:	All current and former non-exempt employees who worked for All Phase Construction & Engineering, Inc. in the state of California, at any time from April 1, 2018, through August 5, 2024.
------------	--

BASIC INFORMATION

1. What is this settlement about?

A lawsuit was commenced by David Antoine Dorsey (“Plaintiff”) a former employee of All Phase Construction & Engineering, Inc. (“Defendant”) on April 1, 2022. The case is currently pending in the Sacramento County Superior Court, Case No. 34-2022-00317812. Defendant denies all alleged violations and denies that it owes Class Members any remedies. The Court has not made a ruling on the merits of the case.

The lawsuit claims that Defendant violated sections of the California Labor Code and California Business and Professions Code. Specifically, Plaintiff alleges that Defendant failed to provide compliant meal and rest periods and associated premium pay, did not properly pay employees all wages owed for time worked, did not provide accurate wage statements, did not timely pay all wages during employment and all wages owed at termination of employment, failed to reimburse employees for necessary business expenses, and maintained unfair business practices. The settlement also seeks to recover penalties pursuant to the California Private Attorneys General Act (“PAGA”). The lawsuit claims that the Defendant violated the California Labor Code and the California Business and Professions Code, entitling Class Members to, *inter alia*, damages, penalties and restitution.

2. Why is this a class action?

In a class action, one or more people called the Class Representative (in this case, David Antoine Dorsey, also known as “Plaintiff”), sue on behalf of people who appear to have similar claims (in this case all individuals who were employed by Defendant All Phase Construction & Engineering, Inc. in the state of California as non-exempt employees at any time from April 1, 2018, through August 5, 2024.) All these people are referred to here as Class Members. In a class action one court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The Sacramento County Superior Court is in charge of this class action.

3. Why is there a settlement?

The Court has not decided in favor of the Plaintiff or Defendant. Instead, both sides agreed to a settlement which is memorialized in the Joint Stipulation of Class Action and PAGA Settlement (“Agreement” or “Settlement”). On **[DATE OF PRELIMINARY APPROVAL]** the Court granted preliminary approval of the Settlement, appointed Plaintiff David Antoine Dorsey as the Class Representative, and appointed his attorneys at Protection Law Group as counsel for the Class (“Class Counsel”). The Court has not made a final ruling on whether the settlement is fair, adequate, and reasonable. Instead, the Court has found that the settlement within the range of reasonableness that could be approved. A Final Determination

on whether to approve the settlement will be made at the hearing on [REDACTED]. The Class Representative and Class Counsel think the Settlement is best for the Class.

WHO IS IN THE SETTLEMENT?

4. How do I know if I am part of the settlement?

You are part of the Settlement, and a Class Member, if you were employed by Defendant as a non-exempt employee in the state of California at any time between April 1, 2018, and August 5, 2024.

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What does the settlement provide?

The Settlement provides that Defendant will pay a maximum of Two Hundred Twenty-Five Thousand Three Hundred Fifty-Seven Dollars and Eighty-One Cents (\$225,357.81) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel.

The “Net Settlement Amount” is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed 1/3 of the Gross Settlement Amount or Seventy-Five Thousand One Hundred Nineteen Dollars and Twenty-Seven Cents (\$75,119.27);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Twenty-Five Thousand Dollars (\$25,000);
- C. **Incentive Payment to the Class Representative** in an amount not to exceed Five Thousand Dollars (\$5,000.00);
- D. **Settlement Administration Costs** which are currently estimated to be Six Thousand Nine Hundred Ninety Dollars (\$6,990.00); and
- E. **PAGA Payment** in the amount of Fifteen Thousand Dollars (\$15,000.00) for the settlement of claims arising under the Private Attorney’s General Act of 2004 (PAGA). Seventy-Five percent (75%) of this amount, (\$11,250.00) shall be paid to the LWDA. The remaining twenty-five percent (25%) (\$3,750.00) will be distributed to the non-exempt employees who worked for Defendant from April 1, 2021, to August 5, 2024 for the release of their claims arising under PAGA.
- F. **Prior Release Payments** in the amount of \$25,357.81 already made to former putative Class Members.

The amount you are eligible to receive from the settlement, your “Individual Settlement Payment” will depend on how long you worked as an hourly employee for Defendant from April 1, 2018, through August 5, 2024, and whether you previously received a settlement payment from Defendant. If you previously received a settlement payment from Defendant (“Prior Release Payment”), you will not receive a share of the Net Settlement Amount, but you will receive your share, if eligible, of the PAGA Payment.

Your Individual Settlement Payment will be determined on a *pro rata* basis, based on the number of weeks you worked in California as a non-exempt employee of Defendant from April 1, 2018, through August 5, 2024. (“Workweeks”). Your Individual Settlement Payment includes both your estimated share of the Net Settlement Amount and, if eligible, your share of the PAGA Payment.

The Class Portion of your Individual Settlement Payment will be apportioned as twenty percent (20%) wages, forty percent (40%) interest, and forty percent (40%) penalties. The PAGA Portion of your Individual Settlement Payment will be

allocated 100% as penalties. The wage portion of the Individual Settlement Payment will be subject to withholding for the employee taxes and will be reported on a W-2 Form. Employer-side payroll taxes shall be paid separately from and in addition to the Gross Settlement Amount. The penalties and interest portions of each class member's settlement payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

Based on Defendant's Records, and the Parties' assumptions, you received a Prior Release Payment in the amount of \$XXXX.XX.

You worked XXX workweeks during the Class Period. The Class Portion of your Individual Settlement Payment is \$XXX.XX. The amount of the payment may change depending on the number of timely and valid requests for exclusions submitted in the Settlement, if any.

You worked XXX workweeks during the PAGA Period. The PAGA Portion of your Individual Settlement Payment is \$XXX.XX.

This Amount was determined based on Defendant's record of your employment between from April 1, 2018, and August 5, 2024, and is presumed correct. If you dispute the accuracy of Defendant's records as to the number of weeks worked during the Class Period, you must contact the Settlement Administrator and provide any documentation you have supporting such dispute by [DATE]. All disputes regarding your workweeks will be resolved and decided by the Parties or if the Parties cannot agree, the Court, after you submit evidence to the Settlement Administrator. The Settlement Administrator's contact information is listed below:

Apex Class Actions LLC
18 Technology Drive, Suite 154
Irvine, CA
(808) 355-0700

HOW TO GET A PAYMENT FROM THE SETTLEMENT

6. How can I get a payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement. However, if you choose to opt out of this Settlement, although you do not get a payment from the class action, you do not abandon your ability to pursue claims against Defendant individually.

7. What am I giving up if I do not request to be excluded from the Settlement?

Upon the funding of the Gross Settlement Amount by Defendant, in exchange for the consideration set forth by the Settlement, Class Members who do not submit a timely request for exclusion will release the "Released Parties" from the "Released Class Claims" that arose during the "Class Period."

The "Released Parties" include Defendant and any of its past, present and/or future, direct and/or indirect, owners, officers, directors, members, managers, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

The "Released Class Claims" include all claims, rights, demands, liabilities and causes of actions that are alleged, or that reasonably could have been alleged, based on the facts asserted in the operative complaint in the Action including factual claims regarding Defendant's alleged: (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; including any claims regarding failure to pay at the correct rate of pay; (iv) failure to reimburse necessary business expenses; (v) failure to provide complete, accurate wage statements; (vi) failure to pay wages timely at time of termination or resignation; (vii) failure to provide timely pay wages during employment; and (viii) unfair business practices.

The “Class Period” during which the release of Released Class Claims pertains is from April 1, 2018, to August 5, 2024.

Additionally, all current and former non-exempt employees of Defendant who were employed by Defendant in the state of California between April 1, 2021, and August 5, 2024 shall release the Released PAGA Claims that arose during the PAGA Period. You cannot opt-out of the release of the claims alleged under PAGA.

The “Released PAGA Claims” include: all claims under the California Labor Code Private Attorneys General Act of 2004 for civil penalties that could have been premised on the facts alleged both in the PAGA Letter provided to the LWDA and in the operative complaint including but not limited to penalties that could have been awarded pursuant to Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and 2699, as well as the Industrial Welfare Commission Wage Orders including No. 16. This release shall apply to claims arising during the PAGA Period.

The “PAGA Period” during which the release of the Released PAGA Claims pertains is from April 1, 2021, to August 5, 2024.

EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

If you want to keep the right to sue or continue to sue Defendant with respect to the Released Class Claims then you must submit a request for exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive payment from Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Payment because the Request for Exclusion does not apply to this claim.

8. How can I not participate in the Settlement?

To exclude yourself from the release of Released Class Claims you must submit a written request for exclusion. You must include your name, address, telephone number and the last four digits of your social security number and/or Employee ID number. Your request for exclusion must include a clear statement that you do not wish to be included in this action.

The written for Exclusion must be mailed to the Settlement Administrator at the address listed below, post-marked by **[DATE]**. You cannot exclude yourself by phone.

Apex Class Actions LLC
18 Technology Drive, Suite 154
Irvine, CA
(808) 355-0700__

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will not be legally bound by the release of Released Class Claims.

You may be able to sue Defendant and/or the Released Parties or continue any suit you have pending against Defendant or the Released Parties, regarding the Released Class Claims.

9. If I don’t exclude myself, can I sue Defendant for the same thing later?

No. Unless you submit a request for exclusion, you give up the right to sue Defendant and Released Parties for the Released Class Claims. If you have a pending lawsuit involving the Released Class Claims, speak to your lawyer in that lawsuit immediately.

10. If I exclude myself, can I get money from this settlement?

No. (Except if you worked between April 1, 2021, and August 5, 2024, in which case you will still receive the portion of your Individual Settlement Payment for claims that arise under PAGA.). But if you submit a timely and valid request for

exclusion, you retain any right that you may have to sue, continue to sue, or be part of a different lawsuit against Released Parties for Released Class Claims.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The Court has approved PROTECTION LAW GROUP, LLP. as Class Counsel. The firm's contact information is:

PROTECTION LAW GROUP LLP

Ryan Chuman, Esq.
Arnel O. Tan, Esq.
Joseph Marshall, Esq.
Christine V. Reyes, Esq.
149 Sheldon Street
El Segundo, California 90245
Telephone: (424) 290-3095
Facsimile: (866) 264-7880

Class Counsel will ask the Court for attorneys' fees of up to \$75,119.27 and reimbursement of litigation cost/expenses of up to \$25,000. These amounts are subject to Court approval and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

You can object to the Settlement or some part of it.

12. How do I tell the Court if I don't like the settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail your objection to the Settlement Administrator no later than [DATE]. Your objection must include your full name, address, telephone number, the last four digits of your social security number or employee ID number, and the specific reason for your objection. You may also come to the Final Approval Hearing on [DATE] and make an objection at that time, regardless of whether you submitted a written objection.

13. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You may attend, but you do not have to attend.

14. When and where will the Court decide whether to approve the settlement?

The Court will hold the Final Approval Hearing at [] a.m./p.m. on [], 2025], in Department 23 of the Sacramento County Superior Court Gordon D. Schaber Courthouse, located at 720 9th Street, Sacramento, CA 95814.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

15. Do I have to come to the hearing?

No. If you agree to the Settlement you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf. You may attend in person, but you may also attend remotely if you wish. You may attend remotely via Zoom by visiting <https://saccourt-ca-gov.zoomgov.com/my/sscdept23>.

16. How will I learn if the settlement was approved

A notice of final judgment will be posted on the Settlement Administrator website located at [www. \[REDACTED\] .com](http://www. [REDACTED] .com)

IF YOU DO NOTHING

17. What happens if I do nothing at all?

If you do nothing, you will receive your share of the Settlement, and you will release the Released Class Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or Released Parties about the Released Class Claims, ever again. Your Individual Settlement Payment will be mailed to you and remain valid and negotiable for 180 days. If you do not cash your settlement check within 180 days, these funds will be transferred to the Controller of the State of California's Unclaimed Property Fund. You may then claim these funds from there.

GETTING MORE INFORMATION

18. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by viewing the settlement located on the Settlement Administrator's website at [\[REDACTED\]](http:// [REDACTED]) or by contacting the Settlement Administrator.

WHAT IF MY INFORMATION CHANGES?

19. What if my contact information changes ?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE