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FILED
San Diego Superior Court

NOV 07 2025

By: S. Christensen, Deputy

Attorneys for Plaintiffs Ramon Gomez and Brock Loucks

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

RAMON GOMEZ and BROCK LOUCKS, on
behalf of themselves and other similarly situated
employees in the State of California,

Plaintiffs,

v.

RD ENGINEERING & CONSTRUCTION,
INC.; ROBERT DAVISON, JR., an individual;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: 37-2022-00025793-CU-OE-CTL

[Assigned for All Purposes to the Honorable Judy
S. Bae, Dept. C-62]

CLASS AND PAGA ACTION

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFFS' MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT**

[IMAGED FILE]

[Filed concurrently with Notice of Motion,
Memorandum of Points and Authorities, and the
Declaration of Vilmarie Cordero]

Date: November 7, 2025

Time: 9:10 a.m.

Dept: C-62

Judge: Hon. Judy S. Bae

Complaint Filed: June 30, 2022

Trial Date: None Set

Plaintiffs Ramon Gomez and Brock Loucks' ("Plaintiffs") Motion for Preliminary Approval of
Class Action and PAGA Settlement with Defendants R.D. Engineering & Construction, Inc. and Robert
Davison, Jr. ("Defendants") (collectively, the "Parties") came before this Court on November 7, 2025.
The Court, having considered the Parties' proposed Class Action and PAGA Settlement Agreement
("Settlement Agreement" or "Settlement"), Plaintiffs' Motion for Preliminary Approval, and all papers

1 filed in support thereof,

2 **NOW, THEREFORE, IT IS HEREBY ORDERED:**

3 1. This Order Granting Motion for Preliminary Approval of Class Action and PAGA
4 Settlement (“Order”) incorporates by reference all defined terms set forth in the Settlement Agreement,
5 which is attached as Exhibit 1 to the Declaration of Vilmarie Cordero in Support of Plaintiffs’ Motion for
6 Preliminary Approval of Class Action and PAGA Settlement, filed on June 5, 2025. To the extent the
7 terms used in this Order are defined in the Settlement Agreement, the defined terms shall have the same
8 meaning as set forth in the Settlement Agreement.

9 2. This Court has jurisdiction over the claims asserted in this Action and has personal
10 jurisdiction over Plaintiffs, Defendants, and the Class.

11 3. The Court conditionally finds, for settlement purposes only, that the proposed Class meets
12 the requirements for certification under California Code of Civil Procedure section 382. The Court
13 provisionally certifies, for settlement purposes only, pursuant to California Code of Civil Procedure
14 section 382 and California Rules of Court, rule 3.764, the Class defined as follows:

15 All current and former non-exempt employees of Defendants R.D.
16 Engineering & Construction, Inc. and Robert Davison, Jr. who were
17 employed by Defendants in the state of California at any time between
18 April 1, 2018 and the date of preliminary approval.

19 The Class is further divided into the following subclass, which is provisionally certified as follows:

20 Travel Time Subclass: All Class Members who worked out of Defendants’
21 San Luis Obispo and/or Los Angeles facilities at any time between
22 April 1, 2018 and the date of preliminary approval.

23 The term “Aggrieved Employees” is defined as follows:

24 All current and former nonexempt employees of Defendants who worked
25 in California at any time between April 1, 2021 and the date of Preliminary
26 Approval.

27 The term “PAGA Period” is defined as follows:

28 The period between April 1, 2021 and the date of Preliminary Approval.

4. Should for any reason the Settlement not become final, the fact that the Parties were willing
to stipulate to class certification as part of the Settlement shall have no bearing on, nor be admissible in
connection with, the issue of whether a class should be certified in a non-settlement context.

5. Plaintiffs Ramon Gomez and Brock Loucks are hereby appointed and designated, for

1 settlement purposes only, as the representatives of the Class.

2 6. The following attorneys are hereby appointed and designated as counsel for Plaintiffs and
3 the Class: Vilmarie Codero and Dawn M. Berry of GrahamHollis APC (“Class Counsel”). The Court
4 conditionally finds that Class Counsel is qualified to serve as counsel for the Class. Class Counsel is
5 authorized to act on behalf of the Class with respect to all acts or consents required by, or which may be
6 given pursuant to, the Settlement, and such other acts reasonably necessary to consummate the Settlement.
7 Any Class Member may enter an appearance through counsel of such Class Member’s own choosing and
8 at such Class Member’s own expense. Any Class Member who does not enter an appearance or appear on
9 his or her own will be represented by Class Counsel.

10 7. The Court finds on a preliminary basis that the Settlement appears to be fair, reasonable,
11 and adequate, and one that would ultimately merit final approval by this Court. The Court has reviewed
12 the Settlement and recognizes the value thereof to the Class Members. The Court finds, on a preliminary
13 basis, that the Settlement is fair, adequate, and reasonable as to all Class Members when balanced against
14 the potential outcomes of further litigation relating to liability and damages issues. The Court further finds
15 that the Settlement has been reached as the result of serious and non-collusive, arm’s-length negotiations
16 by the Parties.

17 8. A Final Approval Hearing shall be held before this Court, located at 330 West Broadway,
18 San Diego, California 92101, on May 8, 2026 at 9:10 a.m. in Department C-62, to determine all necessary
19 matters concerning the Settlement, including: whether the proposed Settlement of the Action should be
20 finally approved by the Court; whether a Judgment, as provided in the Settlement Agreement, should be
21 entered herein; whether the plan of allocation contained in the Settlement Agreement should be finally
22 approved as fair, reasonable, and adequate to the Class Members; and to finally approve the Class Counsel
23 Fees Payment, the Class Counsel Expenses Payment, the Class Representative Service Awards, the PAGA
24 Penalties, and the Administration Expenses Payment.

25 9. Plaintiffs shall file their motion for final approval of the Settlement, including a request for
26 approval for the Class Representative Service Awards, the Class Counsel Fees Payment, the Class Counsel
27 Expenses Payment, the PAGA Penalties, and the Administration Expenses Payment no later than 16 court
28 days prior to the Final Approval Hearing.

10. Within 14 calendar days of this Order, Defendants shall provide the Administrator with the Class Data, consisting of each Class Members' name, last known address, Social Security number, and the number of Class Period Workweeks and PAGA Pay Periods.

11. The Court hereby approves, as to form and content, the Notice of Class Action Settlement ("Class Notice"), with the modifications requested by the Court as set forth in Exhibit A to this order. The Court finds that distribution of the Class Notice, substantially in the manner and form set forth in the Settlement Agreement and this Order, meets the requirements of due process, is the best notice practicable under the circumstances, and will constitute due and sufficient notice to all persons entitled thereto.

12. Counsel for the Parties are authorized to correct any typographical errors in the Class Notice and make clarifications, to the extent the same are found or needed, so long as such corrections do not materially alter the substance of the documents.

13. The Court hereby appoints Apex Class Action Administration as the Administrator. The Administrator shall administer the Settlement in accordance with the Settlement Agreement and this Order.

14. The Court orders the Administrator to simultaneously mail or cause to be mailed to Class Members, the Class Notice by first class mail at their last known address within 21 calendar days of receiving the Class Data from Defendants. The Administrator shall use the procedures and methods outlined in the Settlement Agreement.

15. Any Class Member may dispute the number of Class Workweeks and/or PAGA Pay Periods credited to them in the Class Notice. Class Members shall have 60 calendar days from the date of mailing of the Class Notice in which to submit a written dispute as to the number of Class Workweeks and/or PAGA Pay Periods credited to them.

16. Any Class Member may elect to be excluded from the class action portion of the Settlement by submitting a timely written Request for Exclusion to the Administrator, as provided in the Settlement Agreement and Class Notice. To be valid, all Requests for Exclusion must be post marked on or before the Response Deadline. Class Members who do not submit a timely Request for Exclusion to the Administrator shall be bound by the Settlement Agreement, all determinations of this Court, and final judgment. PAGA Employees are bound by and cannot request to be excluded from the PAGA Settlement.

17. Any Class Member who did not submit a Request for Exclusion from the Settlement may object to the Settlement or express his or her views regarding the Settlement and may present evidence, and file briefs or other papers that may be proper and relevant to the issues to be heard and determined by the Court, as provided in the Settlement Agreement and Class Notice. All objections must be post marked on or before the end of the Response Deadline. Any Class Member who does not make their objection at or before the final approval hearing shall be deemed to have waived any such objection and shall be foreclosed from objecting to the Settlement at a later date.

18. The Settlement is not a concession or admission and shall not be used against Defendants or any of the Released Parties as an admission or indication with respect to any claim of any fault or omission by Defendants or any of the Released Parties. Whether or not the Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding, or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be:

- a. Construed as, offered or admitted in evidence as, received as or deemed to be evidence for any purpose adverse to Defendants or any of the Released Parties, including, but not limited to, evidence of a presumption, concession, indication, or admission by Defendants or any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage; or
- b. Disclosed, referred to, or offered or received in evidence against Defendants or any of the Released Parties in any further proceeding in the Action, or in any other civil, criminal, or administrative action or proceeding, except for purposes of settling the Action pursuant to the Settlement Agreement.

19. As of the date this Order is signed, all dates and deadlines associated with the Action shall be stayed, other than those pertaining to the administration of the Settlement.

20. In the event the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated and the Parties shall revert to their respective positions as of before entering into the Settlement Agreement.

21. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing

1 and all dates provided for in the Settlement Agreement without further notice to Class Members, and
2 retains jurisdiction to consider all further applications arising out of or connected with the proposed
3 Settlement.

4 **IT IS SO ORDERED.**

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6 Dated: 11/7/2025

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8 Hon. Judy S. Bae
9 Judge of the Superior Court
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EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT

Gomez, et al. v. R.D. Engineering & Construction, Inc., et al.

San Diego County Superior Court, Case No. 37-2022-00025793-CU-OE-CTL

The Superior Court for the State of California authorized this Notice. Read it carefully!

You may be eligible to receive money from an employee class action lawsuit (“Action”) against R.D. Engineering & Construction, Inc. and Robert Davison, Jr. (“R.D. Engineering”) for alleged wage and hour violations. The Action was filed by former employees, Ramon Gomez and Brock Loucks (“Plaintiffs”), and seeks payment of (1) unpaid wages and other relief for a class of hourly, nonexempt employees (“Class Members”) who worked for R.D. Engineering during the Class Period (April 1, 2018 to [DATE]); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all hourly, nonexempt employees who worked for R.D. Engineering during the PAGA Period (April 1, 2021 to [DATE]) (“Aggrieved Employees”).

The proposed Settlement has two main components: (1) a Class Settlement requiring R.D. Engineering to fund Individual Class Payments, and (2) a PAGA Settlement requiring R.D. Engineering to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on R.D. Engineering’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$[AMOUNT] (less withholding) and your Individual PAGA Payment is estimated to be \$[AMOUNT].** The actual amount you may receive may be different and will depend on a number of factors. If no amount is stated for your Individual PAGA Payment, then according to R.D. Engineering’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.

The above estimates are based on R.D. Engineering’s records showing that **you worked [NUMBER] workweeks** during the Class Period and **you worked [NUMBER] pay periods** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully, as you will be deemed to have read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires R.D. Engineering to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against R.D. Engineering.

If you worked for R.D. Engineering during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against R.D. Engineering.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue any wage claims you may have against R.D.

Engineering, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

R.D. Engineering will not retaliate against you for any actions you take or do not take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against R.D. Engineering that are covered by this Settlement ("Released Claims," as defined below).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [DATE]	If you don't want to participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. R.D. Engineering must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [DATE]	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs, who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [DATE] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [DATE]. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [DATE]	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and PAGA Period Pay Periods you worked according to R.D. Engineering's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [DATE]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former R.D. Engineering non-exempt employees. Plaintiffs allege R.D. Engineering violated California labor laws by: (1) failing to provide meal periods; (2) failing to provide rest periods; (3) failing to provide heat recovery periods; (4) failing to pay minimum, regular, and overtime wages; (5) failing to reimburse all necessary expenditures; (6) illegally deducting wages; (7) failing to provide accurate itemized wage statements; (8) failing to timely pay all wages due upon separation of employment; and (9) violating of Business & Professions Code § 17200 et seq. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.). Plaintiffs are represented by attorneys in the Action, Vilmarie Cordero and Dawn M. Berry of GrahamHollis APC (“Class Counsel”).

R.D. Engineering denies the allegations in the Action and contends that it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

The Court has made no determination on whether R.D. Engineering or Plaintiffs are correct on the merits. Instead, Plaintiffs and R.D. Engineering retained a neutral, third-party mediator, Hon. Eddie C. Sturgeon (Ret.), in an effort to resolve the Action by negotiating a mutually agreeable settlement, rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and R.D. Engineering have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, R.D. Engineering does not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) R.D. Engineering has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

- A. R.D. Engineering Will Pay \$650,000 as the Gross Settlement Amount (“Gross Settlement”). R.D. Engineering has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Awards, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, R.D. Engineering will fund the Gross Settlement not more than 270 days after the Court’s [DATE] Order Granting Preliminary Approval.
- B. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - 1. Up to \$227,500 (35% of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$16,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

2. Up to \$10,000 each as a Class Representative Service Awards to Plaintiffs for filing the Action, working with Class Counsel, and representing the Class. Class Representative Service Awards will be the only monies Plaintiffs will receive other than their Individual Class Payment and any Individual PAGA Payment.
3. Up to \$5,500 to the Administrator for services administering the Settlement.
4. Up to \$20,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

- C. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- D. Taxes Owed on Payments to Class Members. Plaintiffs and R.D. Engineering are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to interest and penalties (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. R.D. Engineering will separately pay the employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and R.D. Engineering have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- E. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name.
- F. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [DATE], that you wish to opt-out. The written request for exclusion must include: (1) your full name and current mailing address; (2) your signature; and (3) a statement which substantially reads as follows: “I wish to exclude myself from the settlement in *Gomez v. R.D. Engineering & Construction, Inc.*, San Diego County Superior Court, Case No. 37-2022-00025793-CU-OE-CTL, and I understand that by requesting to be excluded from the Settlement Class, I will not receive any money from the settlement other than the Individual PAGA Payment I will receive if I am eligible.”

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (i.e., Non-Participating Class Members) remain eligible for

Individual PAGA Payments and are required to give up their right to assert PAGA claims against R.D. Engineering based on the PAGA Period facts alleged in the Action.

- G. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and R.D. Engineering have agreed that, in either case, the Settlement will be void: R.D. Engineering will not pay any money and Class Members will not release any claims against R.D. Engineering.
- H. Administrator. The Court has appointed a neutral company, Apex Class Action Administration (the “Administrator”), to send this Notice, calculate and make payments, and process any requests for exclusion. The Administrator will also decide any Class Member challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
- I. Participating Class Members’ Release. After the Judgment is final and R.D. Engineering has fully funded the Gross Settlement and paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against R.D. Engineering or related entities for wages based on the facts asserted in the Action and resolved by this Settlement.

Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release R.D. Engineering and its related entities of all claims, actions, demands, causes of action, suits, debts, obligations, demands, rights, liabilities, or legal theories of relief, that were or could have been pleaded under local, state or federal law arising out of or reasonably related to any facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions, or failures to act pleaded in the Operative Complaint, including but not limited to claims for: (1) failure to provide legally compliant meal periods in violation of Labor Code §§ 226.7, 512, 1198, and IWC Wage Order No. 16-2001; (2) failure to provide legally compliant rest periods in violation of Labor Code §§ 226.7, 1198, and IWC Wage Order No. 16-2001; (3) failure to provide recovery periods in violation of Labor Code § 226.7 and California Code of Regulations, Title 8, section 3395(d); (4) failure to timely pay minimum, regular, and overtime wages in violation of Labor Code §§ 510, 1194, 1194.2, 1197, 1198, 1199, and IWC Wage Order No. 16-2001; (5) failure to reimburse necessary business expenses in violation of Labor Code § 2802; (6) illegal deduction of wages in violation of Labor Code §§ 221, 222, 223, and 224; (7) failure to furnish accurate itemized wage statements in violation of Labor Code §§ 226 and 1198; (8) failure to timely pay all wages owed upon separation of employment in violation of Labor Code §§ 201, 202, and 203; and (9) violation of Business and Professions Code § 17200 based solely on the facts alleged in the Operative Complaint.

- J. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and R.D. Engineering has paid the Gross Settlement and the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against R.D. Engineering, whether or not they exclude

themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against R.D. Engineering or its related entities based on the facts asserted in the Action and resolved by this Settlement.

The PAGA Release for Participating and Non-Participating Class Members is as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release R.D. Engineering and its related entities, of all claims pursuant to PAGA, arising out of or reasonably related to any facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions, or failures to act pleaded in the Operative Complaint against R.D. Engineering and/or the LWDA Notices dated April 25, 2022, January 27, 2023, and April 19, 2024, including PAGA claims for (1) failure to provide legally compliant meal periods in violation of Labor Code §§ 226.7, 512, 1198, and IWC Wage Order No. 16-2001; (2) failure to provide legally compliant rest periods in violation of Labor Code §§ 226.7, 1198, and IWC Wage Order No. 16-2001; (3) failure to provide recovery periods in violation of Labor Code § 226.7 and California Code of Regulations, Title 8, section 3395(d); (4) failure to timely pay minimum, regular, and overtime wages in violation of Labor Code §§ 510, 1194, 1194.2, 1197, 1198, 1199, and IWC Wage Order No. 16-2001; (5) failure to reimburse necessary business expenses in violation of Labor Code § 2802; (6) illegal deduction of wages in violation of Labor Code §§ 221, 222, 223, and 224; (7) failure to furnish accurate itemized wage statements in violation of Labor Code §§ 226 and 1198; and (8) failure to timely pay all wages owed upon separation of employment in violation of Labor Code §§ 201, 202, and 203.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- A. Individual Class Payments. Individual Class Payments will be calculated by (a) dividing the Net Settlement by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. Participating Class Members who are also members of the Travel Time Subclass, defined as any non-exempt employee who worked out of the company's San Luis Obispo and/or Los Angeles facilities, will have a 0.4 multiplier applied to their total Workweek count.
- B. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$5,000 (25% of the PAGA Penalties) by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
- C. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in R.D. Engineering's records, are stated in the first page of this Notice. You have until [DATE] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept R.D. Engineering's calculation of Workweeks and/or Pay Periods based

on R.D. Engineering's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and R.D. Engineering's. The Administrator's decision is final. You cannot appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

- A. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member, including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
- B. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Gomez v. R.D. Engineering & Construction, Inc.*, and include your identifying information (full name, address, telephone number, and approximate dates of employment for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [DATE], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and R.D. Engineering are asking the Court to approve. At least 16 court days before the [DATE] Final Approval Hearing, Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Attorneys' Fees, Litigation Costs, and Class Representative Service Awards stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation costs; and (ii) the amount Plaintiffs are requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you electronic copies of these documents at no cost to you.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Attorneys' Fees, Litigation Costs, and Class Representative Service Awards may wish to object, for example, that the proposed Settlement is unfair or that the amounts requested by Class Counsel or Plaintiffs are too high. **The deadline for sending written objections to the Administrator is [DATE].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Gomez v. R.D. Engineering & Construction, Inc.*, and include your name, current address, telephone number, and approximate dates of employment with R.D. Engineering, and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own expense) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [DATE] at [TIME] in Department 62 of the San Diego County Superior Court, located at 330 West Broadway, San Diego, CA 92101. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually (www.sdcourt.ca.gov/sdcourt/civil2/civilvirtualhearings). Check the Court's website for the most current information.

It is possible the Court will reschedule the Final Approval Hearing. You should contact Class Counsel beforehand to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything R.D. Engineering and Plaintiffs have agreed to do under the proposed Settlement. To obtain a copy of the Agreement, you can contact Class Counsel using the information below, or go to the San Diego Superior Court website (www.sdcourt.ca.gov/sdcourt/generalinformation/accessrecords) and entering the Case Number for the Action, Case No. 37-2022-00025793-CU-OE-CTL. **Do not telephone the court to obtain information about the settlement.**

You may contact Class Counsel at:

Vilmarie Cordero
Dawn M. Berry
ARCH Legal, P.C.
3555 Fifth Avenue, Suite 200
San Diego, California 92103
Telephone: 619-546-4373

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the California State Controller's Unclaimed Property Division for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.