

ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: Jonathan M. Genish FIRM NAME: Blackstone Law, APC STREET ADDRESS: 8383 Wilshire Blvd., Suite 745 CITY: Beverly Hills TELEPHONE NO.: (310) 622-4278 EMAIL ADDRESS: jgenish@blackstonepc.com ATTORNEY FOR (name): Plaintiff VICTOR DE LA CRUZ SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO STREET ADDRESS: 247 West Third Street MAILING ADDRESS: 247 West Third Street CITY AND ZIP CODE: San Bernardino, CA 92415 BRANCH NAME: San Bernardino Justice Center	STATE BAR NUMBER: 259031 STATE: CA ZIP CODE: 90211 FAX NO.: (855) 786-6356 FOR COURT USE ONLY
PLAINTIFF/PETITIONER: VICTOR DE LA CRUZ DEFENDANT/RESPONDENT: NORTHWEST PIPE COMPANY	
NOTICE OF ENTRY OF JUDGMENT OR ORDER (Check one): ☒ UNLIMITED CASE (Amount demanded exceeded \$35,000) ☐ LIMITED CASE (Amount demanded was \$35,000 or less)	CASE NUMBER: CIVSB2211140

TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on (date): June 5, 2024
2. A copy of the judgment, decree, or order is attached to this notice.

Date: June 6, 2024

Jonathan M. Genish

(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)


(SIGNATURE)

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

VICTOR DE LA CRUZ, individually, and on
behalf of other members of the general public
similarly situated,

Plaintiff,

vs.

NORTHWEST PIPE COMPANY, an Oregon
corporation; and DOES 1 through 25,
inclusive,

Defendants.

Case No.: CIVSB2211140

Honorable Joseph T. Ortiz
Department S17

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: June 5, 2024
Time: 8:30 a.m.
Dept.: S17

Complaint Filed: May 25, 2022
FAC Filed: February 2, 2023
Trial Date: Not Set

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUN - 5 2024

BY Jessica Garcez
JESSICA GARCEZ, DEPUTY

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~~[PROPOSED]~~ ORDER

On June 5, 2024, at 8:30 a.m. in Department S17 of the above-captioned Court located at 247 West Third Street, San Bernardino, California 92415, Plaintiff Victor De La Cruz's ("Plaintiff") Motion for Preliminary Approval of Class Action and PAGA Settlement, came on for hearing before the Honorable Joseph T. Ortiz. Blackstone Law, APC appeared on behalf of Plaintiff and Stoel Rives LLP appeared on behalf of Defendant Northwest Pipe Company ("Defendant").

The Court, having carefully considered the papers, argument of counsel, and all matters presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.

IT IS HEREBY ORDERED THAT:

1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement") attached as Exhibit 2 to the Declaration of Jonathan M. Genish in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement. This is based on the Court's determination that the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

2. This Order incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement.

3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate, and reasonable. It appears to the Court that extensive investigation and research have been conducted such that counsel for the parties at this time are able to reasonably evaluate their respective positions. It further appears to the Court that the Settlement, at this time, will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would be presented by the further prosecution of the case. It further appears that the Settlement has been reached as the result of intensive, serious, and non-collusive, arms-length negotiations, and was entered into in good faith.

4. The Court preliminarily finds that the Settlement, including the allocations for the Attorneys' Fees and Costs, Enhancement Payment, LWDA Payment, Settlement Administration Costs, and payments to the Settlement Class Members and PAGA Employees provided for in the Settlement Agreement, appear to be within the range of reasonableness of a settlement that could

1 ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary recovery
2 that is being granted as part of the Settlement and preliminarily finds that the monetary settlement
3 awards made available to the Class Members and PAGA Employees are fair, adequate, and reasonable
4 when balanced against the probable outcome of further litigation relating to certification, liability, and
5 damages issues and are consistent with the requirements of California Labor Code § 2699(1).

6 5. The Court concludes that, for settlement purposes only, the proposed Class meets the
7 requirements for certification under section 382 of the California Code of Civil Procedure in that: (a)
8 the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable;
9 (b) common questions of law and fact predominate, and there is a well-defined community of interest
10 amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiff's
11 claims are typical of the claims of the members of the Class; (d) Plaintiff will fairly and adequately
12 protect the interests of the members of the Class; (e) a class action is superior to other available
13 methods for the efficient adjudication of the controversy; and (f) Class Counsel is qualified to act as
14 counsel for Plaintiff in his individual capacity and as the representative of the Class.

15 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
16 follows:

17 All current and former hourly-paid and/or non-exempt employees who worked for
18 Defendant in the State of California at any time during the Class Period. This shall
19 include both individuals employed pursuant to a collective bargaining agreement
20 and individuals not employed pursuant to a collective bargaining agreement.

21 (The Class Period is defined as the period from May 25, 2018 through July 17,
22 2023)

23 7. The Court provisionally appoints Jonathan M. Genish, Miriam L. Schimmel, Joana
24 Fang, and Alexandra Rose of Blackstone Law, APC as counsel for the Class ("Class Counsel").

25 8. The Court provisionally appoints Plaintiff Victor De La Cruz as the representative of
26 the Class ("Class Representative").

27 9. The Court provisionally appoints Apex Class Action LLC to handle the administration
28 of the Settlement ("Settlement Administrator").

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1 10. Within fourteen (14) calendar days after entry of this Order, Defendant will provide the
2 Settlement Administrator with the following information about each Class Member: full name, last
3 known mailing address, Social Security number, dates worked for Defendant during the Class Period,
4 and such other information as is necessary for the Settlement Administrator to calculate Workweeks
5 and PAGA Workweeks (if applicable) (collectively referred to as the "Class List") in conformity with
6 the Settlement Agreement.

7 11. The Court approves, both as to form and content, the Notice of Class Action Settlement
8 ("Class Notice") attached hereto as **Exhibit 1**. The Class Notice shall be provided to Class Members
9 in the manner set forth in the Settlement Agreement. The Court finds that the Class Notice appears to
10 fully and accurately inform the Class Members of all material elements of the Settlement, of Class
11 Members' right to be excluded from the Class Settlement by submitting a Request for Exclusion, of
12 Class Members' right to dispute the Workweeks and/or PAGA Workweeks credited to each of them
13 by submitting a Workweeks Dispute, and of each Settlement Class Member's right and opportunity to
14 object to the Class Settlement by submitting a Notice of Objection to the Settlement Administrator.
15 The Court further finds that distribution of the Class Notice substantially in the manner and form set
16 forth in the Settlement Agreement and this Order, and that all other dates set forth in the Settlement
17 Agreement and this Order, meet the requirements of due process and shall constitute due and sufficient
18 notice to all persons entitled thereto. The Court further orders the Settlement Administrator to mail
19 the Class Notice in English and Spanish by First-Class U.S. Mail to all Class Members within seven
20 (7) calendar days of receipt of the Class List, pursuant to the terms set forth in the Settlement
21 Agreement.

22 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
23 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
24 choose to be excluded from the Class Settlement by submitting a Request for Exclusion in conformity
25 with the requirements set forth in the Class Notice, to the Settlement Administrator, by mail,
26 postmarked on or before the date that is forty-five (45) calendar days from the initial mailing of the
27 Class Notice by the Settlement Administrator to Class Members ("Response Deadline"), or, in the
28 case of a re-mailed Class Notice, the Response Deadline shall be extended fifteen (15) calendar days

1 from the original Response Deadline. Any such person who timely and validly chooses to opt out of,
2 and be excluded from, the Class Settlement will not be entitled to any recovery under the Class
3 Settlement and will not be bound by the Class Settlement or have any right to object, appeal, or
4 comment thereon. Notwithstanding the above, all PAGA Employees will be bound to the PAGA
5 Settlement and will be issued their Individual PAGA Payment, irrespective of whether they submit a
6 Request for Exclusion. Class Members who do not submit a timely and valid Request for Exclusion
7 (i.e., Settlement Class Members) shall be bound by the Settlement Agreement and any final judgment
8 based thereon.

9 13. A Final Approval Hearing shall be held before this Court on
10 September 18, 2024 at 1:30 a.m./p.m. in Department S17 of the San
11 Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, California
12 92415, to determine all necessary matters concerning the Settlement, including: whether the proposed
13 settlement of the action on the terms and conditions provided for in the Settlement is fair, adequate,
14 and reasonable and should be finally approved by the Court; whether a judgment, as provided in the
15 Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should
16 be approved as fair, adequate, and reasonable to the Class Members and PAGA Employees; and
17 determine whether to approve the requests for the Attorneys' Fees and Costs, Enhancement Payment,
18 Settlement Administration Costs, and allocation for the PAGA Amount.

19 14. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys'
20 Fees and Costs, Enhancement Payment, and Settlement Administration Costs, along with the
21 appropriate declarations and supporting evidence, including the Settlement Administrator's
22 declaration, by Pursuant to Code, to be heard at the Final Approval Hearing.

23 15. To object to the Class Settlement, a Settlement Class Member must submit a Notice of
24 Objection in conformity with the requirements set forth in the Class Notice, to the Settlement
25 Administrator, by mail, postmarked on or before the Response Deadline. Settlement Class Members,
26 individually or through counsel, may also present their objection orally at the Final Approval Hearing,
27 regardless of whether they have submitted a Notice of Objection.

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1 16. In the event the Settlement does not become effective in accordance with the terms of
2 the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails
3 to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and
4 the parties shall revert back to their respective positions as of before entering into the Settlement
5 Agreement. The fact that the Court certified the Class for settlement purposes shall not be admissible
6 or have any bearing on the issue of whether any class should be certified in a non-settlement context.

7 17. The Court reserves the right to adjourn or continue the date of the Final Approval
8 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
9 Members and retains jurisdiction to consider all further applications arising out of or connected with
10 the Settlement.

11 **IT IS SO ORDERED.**

12 Dated: June 5, 2024



The Honorable Joseph T. Ortiz
Judge of the Superior Court

EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT

Victor De La Cruz v. Northwest Pipe Company
Superior Court of California for the County of San Bernardino, Case No. CIVSB2211140

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or PAGA Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Victor De La Cruz ("Plaintiff") and Defendant Northwest Pipe Company ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Victor De La Cruz v. Northwest Pipe Company*, San Bernardino County Superior Court, Case No. CIVSB2211140 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" or "Class Member" means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the Class Period. This shall include both individuals employed pursuant to a collective bargaining agreement and individuals not employed pursuant to a collective bargaining agreement.

"Class Period" means the period from May 25, 2018 through July 17, 2023.

"Class Settlement" means the settlement and resolution of all Released Class Claims.

"PAGA Employees" means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period. This shall include both individuals employed pursuant to a collective bargaining agreement and individuals not employed pursuant to a collective bargaining agreement.

"PAGA Period" the period from May 25, 2021 through July 17, 2023.

"PAGA Settlement" means the settlement and resolution of all Released PAGA Claims.

II. BACKGROUND OF THE ACTION

On May 25, 2022, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that Plaintiff contends were violated ("PAGA Letter"). Also on May 25, 2022, Plaintiff commenced a putative class action lawsuit by filing a Class Action Complaint for Damages in the San Bernardino County Superior Court, Case No. CIVSB2211140. On February 2, 2023, Plaintiff filed a First Amended Class Action Complaint for Damages and Enforcement Action Under the Private Attorneys General Act, California Labor Code §§ 2698 *Et Seq.* ("Operative Complaint"), adding a cause of action under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* ("PAGA").

Plaintiff contends that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination and associated waiting-time penalties, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under PAGA. Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement").

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Apex Class Action LLC as the administrator of the Settlement ("Settlement Administrator"), Plaintiff Victor De La Cruz as representative of the Class ("Class Representative"), and the following Plaintiff's attorneys as counsel for the Class ("Class Counsel"):

Jonathan M. Genish
Miriam L. Schimmel
Joana Fang
Alexandra Rose
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or PAGA Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Employees. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Employees.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Six Hundred and Fifty-One Thousand Dollars (\$651,000.00) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys' fees, in an amount not to exceed 1/3 of the Gross Settlement Amount (i.e., \$217,000.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Twenty-Five (\$25,000.00) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) to Plaintiff for his services in the Action; (3) the amount of Forty Thousand Dollars (40,000.00) allocated toward civil penalties under the Private Attorneys General Act ("PAGA Amount"), of which the LWDA will be paid 75% (30,000.00) ("LWDA Payment") and the remaining 25% (10,000.00) will be distributed to PAGA Employees ("PAGA Employee Amount"); and (4) Settlement Administration Costs in an amount not to exceed Ten Thousand Dollars (\$10,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount ("Individual Settlement Share") based on the number of weeks each Class Member worked for Defendant as an hourly-paid and/or non-exempt employee in California during the Class Period ("Workweeks"). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiplied each Class Member's individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement

(which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion ("Settlement Class Members") will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee's share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member ("Individual Settlement Payment"). The employer's share of taxes and contributions in connection with the wages portion of Individual Settlement Shares ("Employer Taxes") will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount ("Individual PAGA Payment") based on the number of weeks each PAGA Employee worked for Defendant as an hourly-paid and/or non-exempt employee in California during the PAGA Period ("PAGA Workweeks"). The Settlement Administrator has divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the PAGA Workweeks of all PAGA Employees to yield the "PAGA Workweek Value," and multiplied each PAGA Employee's individual PAGA Workweeks by the PAGA Workweek Value to yield each PAGA Employee's Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and PAGA Workweeks (if applicable) Based on Defendant's Records

According to Defendant's records:

- **From May 25, 2018 through July 17, 2023 (i.e., the Class Period), you are credited as having worked [] Workweeks.**
- **From May 25, 2021 through July 17, 2023 (i.e., the PAGA Period), you are credited as having worked [] PAGA Workweeks.**

If you wish to dispute the Workweeks and/or PAGA Workweeks credited to you, you must submit your dispute in writing to the Settlement Administrator ("Workweeks Dispute"). The Workweeks Dispute must: (a) contain the case name and number of the Action (*Victor De La Cruz v. Northwest Pipe Company*, Case No. CIVSB2211140); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or PAGA Workweeks credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before** [Response Deadline].

C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and PAGA Workweeks (if applicable) credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$_____. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$_____ and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims. Settlement Class Members further covenant not to sue concerning the Released Class Claims. It is the intent of the Parties that the Final Approval Order and Judgment when entered by the Court shall have full res judicata effect and be final and binding upon Settlement Class Members regarding the Released Class Claims.

Upon the full funding of the Gross Settlement Amount, Plaintiff, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

“Released Class Claims” means any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action which were alleged or which could have been alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, under any federal, state, or local law, and shall specifically include claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages upon termination, provide accurate wage statements, and reimburse necessary business-related expenses in violation of California Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, and all claims for attorneys’ fees and costs and statutory interest in connection therewith, California Business and Professions Code sections 17200, *et seq.*, and any other claims, including claims for statutory penalties, pertaining to the Class Members.

“Released PAGA Claims” means any and all claims arising from any of the factual allegations in the Operative Complaint and PAGA Letter, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code sections 2698 *et seq.*, including all claims for attorneys’ fees and costs related thereto, for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 16-2001.

“Released Parties” means Defendant and its current and former officers, directors, management-level employees, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., \$217,000.00) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) (“Enhancement Payment”), in recognition of his services in connection with the Action. The Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiff in addition to his Individual Settlement Payment and Individual PAGA Payment that he is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Ten Thousand Dollars (\$10,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Workweeks Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are a PAGA Employee, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter (“Request for Exclusion”) to the Settlement Administrator, at the following address:

[Settlement Administrator]
[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Action (*Victor De La Cruz v. Northwest Pipe Company*, Case No. CIVSB2211140); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before [Response Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection (“Notice of Objection”) to the Settlement Administrator.

A Notice of Objection must: (a) contain the case name and number of the Action (*Victor De La Cruz v. Northwest Pipe*

Company, Case No. CIVSB2211140); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department S17 of the San Bernardino County Superior Court, located at 247 West 3rd Street, San Bernardino, California 92415, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys' Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Action by for a fee by visiting the civil clerk's office, located at 247 West Third Street, San Bernardino, California 92415, during business hours, or by online by visiting the following website: <https://cap.sb-court.org/>, clicking "Search" at the top of the screen, clicking "CASE INFORMATION" from the drop down, and typing in the Case Number (CIVSB2211140).

You may also visit the Settlement Administrator's website at _____ for key documents in the Action.

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

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.

1 **PROOF OF SERVICE**

2 I, Stephany Sinaguinan, certify and declare as follows:

3 I am over eighteen years of age and not a party to the within action; my business address is
4 8383 Wilshire Blvd, Suite 745, Beverly Hills, California 90211. On June 6, 2024, I served a copy of
5 the following document: **NOTICE OF ENTRY OF JUDGMENT OR ORDER** on the interested
6 parties as follows:

7 Robert Sarkisian
8 Bryan L. Hawkins
9 **STOEL RIVES LLP**
10 500 Capitol Mall, Suite 1600
11 Sacramento, CA 95814
12 E-mails: robert.sarkisian@stoel.com
bryan.hawkins@stoel.com
linda.vallin@stoel.com
t_kelsey.christensen@stoel.com

Attorneys for Defendant Northwest Pipe Company

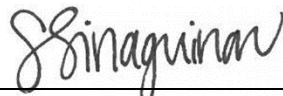
13 ☒ **BY ELECTRONIC MAIL (E-MAIL):** I caused said document to be delivered electronically
14 to the above referenced addressees via email from email address
15 ssina@blackstonepc.com pursuant to California Code of Civil Procedure section 1010.6(e)(1).
16 I did not receive any electronic message or other indication that the transmission was
17 unsuccessful.

18 State of California, Labor & Workforce Development Agency
19 Web URL:
20 <http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

21 ☒ **BY ONLINE SUBMISSION:** The foregoing document was transmitted to the California
22 Labor and Workforce Development Agency through the online system established for the
23 submission of notices and documents, in conformity with California Labor Code section
24 2699(1). I did not receive any electronic message or other indication that the transmission was
25 unsuccessful.

26 ☒ **STATE** – I declare under penalty of perjury under the laws of the State of California that the
27 above is true and correct.

28 Executed on June 6, 2024, at Beverly Hills, California.



Stephany Sinaguinan