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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

**DECLARATION OF MADELY NAVA OF
APEX CLASS ACTION LLC REGARDING
NOTICE AND SETTLEMENT
ADMINISTRATION**

Date: September 18, 2024
Time: 1:30 p.m.
Dept.: S17

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

1 I, Madely Nava, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a Case Manager
3 for Apex Class Action LLC (hereinafter referred to as “Apex”), the professional settlement services
4 provider who has been retained by the Parties’ counsel and subsequently appointed by the Court to
5 serve as the Settlement Administrator for the above captioned *De La Cruz v. Northwest Pipe Company*
6 matter (“Action”). On behalf of both Apex and myself, I possess the authority to issue this declaration.
7 I am personally acquainted with the information contained herein, and in the event of being summoned
8 to provide testimony, I am fully capable and willing to provide competent testimony regarding these
9 facts.

10 2. Apex’s team has been directly involved with class action administration for a combined 15 years
11 and has successfully managed numerous class action cases during that time. Our team comprises
12 experienced professionals with extensive knowledge of class action settlement administration. In addition,
13 Apex has the necessary technology and infrastructure to efficiently manage large-scale class action cases.
14 We utilize state-of-the-art software and systems to ensure that all aspects of the administration process are
15 executed accurately and efficiently.

16 3. Apex was engaged by the Parties’ counsel and subsequently approved and appointed by the Court
17 to provide notification services and settlement administration, pursuant to the terms of the Joint
18 Stipulation of Class Action and PAGA Settlement (“Settlement”), in the above-referenced Action. The
19 responsibilities undertaken thus far, as well as those to be fulfilled following the granting of final
20 approval of the Settlement, include: (a) printing and mailing the *Notice of Class Action Settlement*, in
21 English and Spanish (referred to as “Class Notice”); (b) receiving and processing Requests for Exclusion,
22 Notices of Objection, and Workweeks Disputes; (c) calculating individual settlement award amounts;
23 (d) processing and mailing settlement award checks; (e) handling tax withholdings as required by the
24 Settlement and the law; (f) preparing, issuing, and filing tax returns and other applicable tax forms; (g)
25 managing the distribution of any unclaimed funds pursuant to the terms of the Settlement; and (h)
26 undertaking additional tasks as mutually agreed upon by the Parties or as ordered by the Court for Apex
27 to perform.

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1 4. On June 5, 2024, Class Counsel provided Apex with the Court-approved content for the Class
2 Notice. Apex then generated a draft of the formatted Class Notice, which received approval from the
3 Parties' counsel before being mailed.

4 5. On June 20, 2024, Defendant's Counsel provided Apex with the Class List, comprising the full
5 names, Social Security numbers, last known mailing addresses, and the dates worked for Defendant
6 during the Class Period of each Class Member. The Class List was successfully uploaded to our database,
7 where it underwent a thorough review to identify any duplicates or potential inconsistencies. The Class
8 List consisted of a total of 345 individuals identified as Class Members.

9 6. In preparation for the mailing process, all 345 names and addresses listed in the Class List
10 underwent verification and updating against the National Change of Address (NCOA) database
11 maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the
12 accuracy and validity of the Class Members' mailing addresses before sending out the Class Notice. The
13 NCOA database contains records of requested address changes submitted to the USPS. If an updated
14 address was found in the NCOA database, it was utilized for the mailing of the Class Notice. However,
15 in cases where no updated address was found in the NCOA database, the original address provided by
16 Defendant's Counsel was used for the mailing of the Class Notice.

17 7. On June 26, 2024, the Class Notice was mailed to all 345 individuals listed in the Class List using
18 U.S First Class Mail. A copy of the mailed Class Notice is attached hereto as **Exhibit A**.

19 8. As of the date of this declaration, our office has received 22 returned Class Notices as
20 undeliverable. Of the 22 returned Class Notices, none were returned with a forwarding address.
21 Therefore, Apex conducted a computerized skip trace on the 22 returned Class Notices in order to acquire
22 updated addresses for the purpose of re-mailing the Class Notice. This skip trace effort resulted in
23 obtaining 16 updated addresses, to which we promptly re-mailed the Class Notice via U.S First Class
24 Mail. As of the date of this declaration, there have been 16 Class Notices re-mailed in total as a result of
25 Apex's skip-tracing efforts. As of the date of this declaration, 6 Class Notices have been considered
26 undeliverable as no updated address was found despite conducting skip tracing.

27 9. As of the date of this declaration, Apex has not received any Requests for Exclusion. The deadline
28 for submitting a Request for Exclusion was August 10, 2024.

1 10. As of the date of this declaration, Apex has not received any Notices of Objection. The deadline
2 for submitting a Notice of Objection was August 10, 2024.

3 11. As of the date of this declaration, Apex has not received any Workweeks Disputes. The deadline
4 for submitting a Workweeks Dispute was August 10, 2024.

5 12. As of the date of this declaration, there are 345 Settlement Class Members, constituting 100% of
6 the Class.

7 13. The total number of Workweeks worked by the Settlement Class Members during the Class
8 Period is 40,902.29. Accordingly, the Escalator Clause in the Settlement was not triggered. The Net
9 Settlement Amount available to Settlement Class Members is estimated to be \$353,000.00 and was
10 calculated by subtracting the requested attorneys' fees (\$217,000.00), the not to exceed amount for
11 litigation costs and expenses (\$25,000.00), the requested Enhancement Payment (\$7,500.00), the
12 requested Settlement Administration Costs (\$8,500.00), and the PAGA Amount (\$40,000.00) from the
13 Gross Settlement Amount (\$651,000.00).

14 14. The *highest* Individual Settlement Share to a Settlement Class Member is currently estimated to
15 be approximately \$2,204.43, the *average* Individual Settlement Share is currently estimated to be
16 approximately \$1,023.43, and the *lowest* Individual Settlement Share is currently estimated to be
17 approximately \$1.23. These amounts are subject to employee-side tax and withholdings.

18 15. Pursuant to the Settlement, 25% of the PAGA Amount (\$10,000.00) will be allocated to the
19 PAGA Employees. There are 266 PAGA Employees who worked a total of 18,357.14 PAGA
20 Workweeks during the PAGA Period.

21 16. The *highest* Individual PAGA Payment to a PAGA Employee is approximately \$61.01, the
22 *average* Individual PAGA Payment is approximately \$37.59, and the *lowest* Individual PAGA Payment
23 is approximately \$0.08.

24 17. Apex's comprehensive fees and costs for administering the Settlement, covering both incurred
25 and anticipated expenses, amount to \$8,500.00. Apex will proceed with additional tasks related to this
26 matter, such as calculating settlement award payments, issuing and mailing settlement award checks,
27 handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed
28 upon by the Parties or ordered by the Court for Apex to undertake. A copy of Apex's quote is attached

1 hereto as **Exhibit B**.

2 I declare under penalty of perjury under the laws of the State of California and the United States
3 that the foregoing is true and correct, and that this Declaration was executed this 26th day of August
4 2024, in Irvine, California.

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MADELY NAVA

Exhibit A

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 June 5, 2024, the Court granted preliminary approval of the settlement and scheduled a hearing on September 18, 2024, at 1:30 p.m. ("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 June 5, 2024, 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 «Class_Weeks» Workweeks.**
- **From May 25, 2021, through July 17, 2023 (i.e., the PAGA Period), you are credited as having worked «PAGA_Weeks» 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 August 10, 2024.**

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 \$«Est_Class_PMT». 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 \$«Est_PAGA_PMT» 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 complaint 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:

Apex Class Action, LLC
P.O. Box 54668
Irvine, CA 92619

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 August 10, 2024**.

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 August 10, 2024**.

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 **September 18, 2024, at 1:30 p.m.**, 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 <https://www.apexclassaction.com/northwest> 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: (800) 355-0700, OR YOU MAY ALSO CONTACT CLASS COUNSEL.

AVISO DE ACUERDO DE DEMANDA COLECTIVA

Victor De La Cruz v. Northwest Pipe Company

Tribunal Superior de California para el Condado de San Bernardino, Caso No. CIVSB2211140

POR FAVOR LEA DETENIDAMENTE ESTE AVISO COLECTIVO.

Usted ha recibido este Aviso Colectivo porque los registros del Demandado indican que usted puede ser elegible para participar en el acuerdo de demanda colectiva alcanzado en el caso mencionado anteriormente.

No necesita realizar ninguna acción para recibir un pago del acuerdo.

Este Aviso Colectivo está diseñado para informarle sobre sus derechos y opciones con respecto al acuerdo y cómo puede solicitar ser excluido del Acuerdo Colectivo, oponerse al Acuerdo Colectivo y/o disputar el número de semanas laborales y/o semanas laborales PAGA que se le acreditan, si así lo desea.

SE LE NOTIFICA QUE: Se ha llegado a un acuerdo de demanda colectiva y representativa entre el Demandante Víctor De La Cruz (“Demandante”) y el Demandado Northwest Pipe Company (“Demandado”) (el Demandante y el Demandado se denominan colectivamente las “Partes”) en el caso titulado *Victor De La Cruz v. Northwest Pipe Company*, Tribunal Superior del Condado de San Bernardino, Caso No. CIVSB2211140 (“Acción”), que puede afectar sus derechos legales. El 5 de junio de 2024, el Tribunal otorgó la aprobación preliminar del acuerdo y programó una audiencia para el 18 de septiembre de 2024 a la 1:30 p.m. (“Audiencia de Aprobación Final”) para determinar si el Tribunal debe otorgar o no la aprobación final del acuerdo.

I. DEFINICIONES IMPORTANTES

“**Grupo**” o “**Miembro del Grupo**” significa todos los empleados actuales y anteriores pagados por horas y/o no exentos que trabajaron para el Demandado en el Estado de California en cualquier momento durante el Período del Grupo. Esto deberá incluir tanto a las personas empleadas de conformidad con un convenio colectivo como a las personas no empleadas de conformidad con un convenio colectivo.

“**Período del Grupo**” significa el período comprendido entre el 25 de mayo de 2018 y el 17 de julio de 2023.

“**Acuerdo Colectivo**” significa el acuerdo y resolución de todas las Reclamaciones de Colectivas Liberadas.

“**Empleados de PAGA**” significa todos los empleados actuales y anteriores remunerados por horas y/o no exentos que trabajaron para el Demandado en el Estado de California en cualquier momento durante el Período de PAGA. Esto incluirá tanto a las personas empleadas de conformidad con un convenio colectivo como a las personas no empleadas de conformidad con un convenio colectivo.

“**Período PAGA**” el período comprendido entre el 25 de mayo de 2021 y el 17 de julio de 2023.

“**Acuerdo PAGA**” significa el acuerdo y resolución de todas las Reclamaciones PAGA Liberadas.

II. ANTECEDENTES DE LA ACCIÓN

El 25 de mayo de 2022, el Demandante notificó por escrito a la Agencia del Desarrollo del Trabajo y de la Fuerza Laboral de California (“LWDA”) y al Demandado sobre las disposiciones específicas del Código Laboral de California que, según el Demandante, fueron violadas (“Carta PAGA”). También el 25 de mayo de 2022, el Demandante inició una supuesta demanda colectiva presentando una Demanda Colectiva por daños y perjuicios en el Tribunal Superior del condado de San Bernardino, Caso No. CIVSB2211140. El 2 de febrero de 2023, el Demandante presentó una Primera Demanda Colectiva Enmendada por Daños y Acciones de Ejecución en Virtud de la Ley del Fiscal General Privado, Código Laboral de California §§ 2698 *et seq.* (“Demanda Operativa”), agregando una causa de acción bajo la Ley del Fiscal General Privado de 2004 de conformidad con la Sección 2698, *et seq.* del Código Laboral de California (“PAGA”).

El Demandante sostiene que el Demandado no pagó adecuadamente los salarios mínimos y las horas extras, no proporcionó descansos para comer y descansar y las primas asociadas, no pagó puntualmente los salarios durante el empleo y al momento del despido y las penalizaciones por tiempo de espera asociadas, no proporcionó declaraciones salariales conformes, no

mantuvo registros de nómina completos y precisos, y reembolsar gastos comerciales y, por lo tanto, participar en prácticas comerciales desleales en violación de la sección 17200, *et seq.*, del Código de Negocios y Profesiones de California, y conducta que da lugar a sanciones según PAGA. El Demandante busca, entre otras cosas, la recuperación de salarios impagos y primas de períodos de comida y descanso, gastos comerciales no reembolsados, restitución, sanciones, intereses y honorarios y costos de abogados.

El Demandado niega todas las acusaciones de la acción o que haya violado alguna ley.

Las Partes participaron en una mediación con un respetado mediador de demandas colectivas y, como resultado, llegaron a un acuerdo. Desde entonces, las Partes han celebrado una Estipulación Conjunta de Demanda Colectiva y un Acuerdo PAGA (“Acuerdo” o “Acuerdo de Conciliación”).

El 5 de junio de 2024, el Tribunal dictó una orden aprobando preliminarmente el Acuerdo. El Tribunal ha designado a Apex Class Action LLC como Administrador del Acuerdo (“Administrador del Acuerdo”), al Demandante Víctor De La Cruz como representante del Grupo (“Representante del Grupo”) y a los siguientes abogados del Demandante como abogados del Grupo (“Abogados del Grupo”):

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

Si usted es un Miembro del Grupo, no necesita realizar ninguna acción para recibir un Pago Individual del Acuerdo, pero tiene la oportunidad de solicitar la exclusión del Acuerdo Colectivo (en cuyo caso no recibirá un Pago Individual del Acuerdo), objetar al Acuerdo Colectivo y/o disputa de las Semanas Laborales y/o Semanas Laborales PAGA acreditadas a usted, si así lo desea, como se explica con más detalle en las Secciones III y IV a continuación. Si usted es un empleado de PAGA, no necesita realizar ninguna acción para recibir un Pago PAGA Individual; usted no tendrá la oportunidad de objetar o solicitar la exclusión del Acuerdo PAGA y todos los Empleados de PAGA estarán obligados al Acuerdo PAGA si el Tribunal otorga la aprobación final del Acuerdo.

El Acuerdo representa un compromiso y una solución de reclamaciones altamente disputadas. Nada en el Acuerdo pretende ni será interpretado como una admisión por parte del Demandado de que los reclamos en la Acción tienen mérito o que el Demandado tiene alguna responsabilidad ante el Demandante, los Miembros del Grupo o los Empleados de PAGA. El Demandante y el Demandado, y sus respectivos abogados, han concluido y acuerdan que, a la luz de los riesgos e incertidumbres para cada parte del litigio continuo, el Acuerdo es justo, razonable y adecuado, y redundante en el mejor interés de los Miembros del Grupo, el Estado de California y los empleados de PAGA.

III. RESUMEN DEL ACUERDO PROPUESTO

A. Fórmula del Acuerdo

El monto bruto total del acuerdo es de Seiscientos cincuenta y un mil dólares (\$651,000.00) (el “Monto Bruto del Acuerdo”). La parte del Monto Bruto del Acuerdo que está disponible para pago a los Miembros del Grupo se denomina “Monto Neto del Acuerdo”. El Monto Neto del Acuerdo será el Monto Bruto del Acuerdo menos los siguientes pagos que están sujetos a la aprobación del Tribunal: (1) honorarios de abogados, en un monto que no exceda 1/3 del Monto Bruto del Acuerdo (es decir, \$217,000.00), y reembolso de costos y gastos del litigio, por un monto que no exceda Veinticinco mil dólares (\$25,000.00) a los Abogados del Grupo; (2) Pago de Mejora por un monto que no exceda los Siete mil quinientos dólares (\$7,500.00) al Demandante por sus servicios en la Acción; (3) la cantidad de Cuarenta mil dólares (\$40,000.00) asignados a sanciones civiles bajo la Ley del Fiscal General Privado (“Cantidad PAGA”), de los cuales se pagará a la LWDA el 75% (\$30,000.00) (“Pago LWDA”) y el resto el 25% (\$10,000.00) se distribuirá a los Empleados de PAGA (“Cantidad del Empleado de PAGA”); y (4) Costos de Administración del Acuerdo por un monto que no exceda los Diez mil dólares (\$10,000.00) para el Administrador del Acuerdo.

Los Miembros del Grupo son elegibles para recibir un pago en virtud del Acuerdo Colectivo de su parte prorrateada del Monto Neto del Acuerdo (“Parte Individual del Acuerdo”) en función del número de semanas que cada Miembro del Grupo trabajó para el Demandado como trabajador remunerado por horas y/o empleado no exento en California durante el Período del Grupo (“Semanas Laborales”). El Administrador del Acuerdo ha dividido el Monto Neto del Acuerdo entre las Semanas Laborales de todos los Miembros del Grupo para obtener el “Valor Estimado de la Semana Laboral” y ha multiplicado las Semanas Laborales individuales de cada Miembro del Grupo por el Valor Estimado de la Semana Laboral para obtener una Parte Individual estimada del Acuerdo que cada Miembro del Grupo puede recibir. tienen derecho a recibir según el Acuerdo Colectivo (que se enumera en la Sección III.C a continuación). Los Miembros del Grupo que no presenten una Solicitud de Exclusión oportuna y válida (“Miembros del Grupo del Acuerdo”) recibirán su Pago Individual final del Acuerdo.

Cada Parte Individual del Acuerdo se asignará en un veinte por ciento (20 %) como salario, que se informará en un formulario W-2 del IRS, y en un ochenta por ciento (80 %) como multas, intereses y daños no salariales, que se informará en un formulario 1099 del IRS (si corresponde). Cada Parte Individual del Acuerdo estará sujeta a una reducción de la parte del empleado en los impuestos sobre la nómina y retenciones con respecto a la parte de los salarios de las Partes Individuales del Acuerdo, lo que dará como resultado un pago neto al Miembro del Grupo del Acuerdo (“Pago Individual del Acuerdo”). La parte del empleador de los impuestos y contribuciones en relación con la porción salarial de las Partes Individuales del Acuerdo (“Impuestos del Empleador”) será pagada por el Demandado por separado y además del Monto Bruto del Acuerdo.

Los Empleados de PAGA son elegibles para recibir un pago bajo el Acuerdo PAGA de su parte prorrateada del Monto del Empleado PAGA (“Pago PAGA Individual”) basado en el número de semanas que cada Empleado de PAGA trabajó para el Demandado como trabajador remunerado por hora y/o empleado no exento en California durante el Período PAGA (“Semanas Laborales PAGA”). El Administrador del Acuerdo ha dividido el Monto del Empleado PAGA, es decir, el 25% del Monto PAGA, entre las Semanas Laborales PAGA de todos los Empleados PAGA para obtener el “Valor de la Semana Laboral PAGA”, y ha multiplicado las Semanas Laborales PAGA individuales de cada Empleado PAGA por el Valor de la Semana Laboral PAGA para generar el Pago PAGA Individual de cada Empleado PAGA.

Cada Pago PAGA Individual se asignará como multas del cien por ciento (100%), no estará sujeto a impuestos ni retenciones y se informará en el Formulario 1099 del IRS (si corresponde).

Si el Tribunal otorga la aprobación final del Acuerdo, los Pagos Individuales del Acuerdo se enviarán por correo a los Miembros del Grupo del Acuerdo y los Pagos Individuales de PAGA se enviarán por correo a los Empleados de PAGA a la dirección que está registrada en el Administrador del Acuerdo. **Si la dirección a la que se envió por correo este Aviso Colectivo no es correcta, o si se muda después de recibir este Aviso Colectivo, debe proporcionar su dirección postal correcta al Administrador del Acuerdo lo antes posible para asegurarse de recibir cualquier pago que tenga derecho a recibir en virtud del Acuerdo.**

B. Sus semanas laborales y semanas laborales PAGA (si corresponde) basadas en los registros del Demandado

Según los registros del Demandado:

- Desde el 25 de mayo de 2018 hasta el 17 de julio de 2023 (es decir, el Período del Grupo), se le acredita haber trabajado «Class_Weeks» Semanas laborales.
- Desde el 25 de mayo de 2021 hasta el 17 de julio de 2023 (es decir, el Período PAGA), se le acredita haber trabajado «PAGA_Weeks» Semanas Laborales PAGA.

Si usted desea disputar las Semanas Laborales y/o las Semanas Laborales PAGA que se le acreditan, debe presentar su disputa por escrito al Administrador del Acuerdo (“Disputa sobre Semanas Laborales”). La Disputa sobre Semanas Laborales debe: (a) contener el nombre del caso y el número de la Acción (*Victor De La Cruz v. Northwest Pipe Company*, Caso No. CIVSB2211140); (b) contener su nombre completo, firma, dirección, número de teléfono y los últimos cuatro (4) dígitos de su número de Seguro Social; (c) debe declarar claramente que usted está disputando el número de Semanas Laborales y/o Semanas Laborales PAGA que se le acreditan y que lo que afirma es el número correcto; y (d) devolverse por correo al Administrador del Acuerdo a la dirección especificada que figura en la Sección IV.B a continuación, con matasellos **del 10 de agosto de 2024 o antes**.

C. Su Parte estimada del Acuerdo Individual y su Pago PAGA Individual (si corresponde)

Como se explicó anteriormente, su Parte Individual del Acuerdo estimada y su Pago PAGA Individual (si corresponde) se basan en la cantidad de Semanas Laborales y Semanas Laborales PAGA (si corresponde) que se le acreditan.

Según los términos del Acuerdo, su Parte Individual del Acuerdo se estima en \$«Est_Class_PMT». La Parte Individual del Acuerdo está sujeta a una reducción de la parte de los impuestos y retenciones del empleado con respecto a la parte de los salarios de la Parte Individual del Acuerdo y solo se distribuirá si el Tribunal aprueba el Acuerdo y después de que el Acuerdo entre en vigor.

Según los términos del Acuerdo, su Pago PAGA Individual se estima en \$«Est_PAGA_PMT» y solo se distribuirá si el Tribunal aprueba el Acuerdo y después de que el Acuerdo entre en vigor.

El proceso de aprobación del acuerdo puede tardar varios meses. Su Parte Individual del Acuerdo y su Pago PAGA individual (si corresponde) reflejados en este Aviso Colectivo son solo una estimación. Su Pago Individual del Acuerdo y su Pago Individual PAGA (si corresponde) reales pueden ser mayores o menores.

D. Liberación de Reclamaciones

Tras la financiación total del Monto Bruto del Acuerdo, se considerará que el Demandante y todos los Miembros del Grupo del Acuerdo han liberado, llegado a un acuerdo, comprometido, renunciado y exonerado total, finalmente y para siempre a las Partes Liberadas de todas las Reclamaciones Colectivas Liberadas. Los Miembros del Grupo del acuerdo además acuerdan no demandar en relación con las Reclamaciones Colectivas Liberadas. Es la intención de las Partes que la Orden de Aprobación Final y la Sentencia, cuando las emita el Tribunal, tengan pleno efecto de cosa juzgada y sean definitivas y vinculantes para los Miembros del Grupo del Acuerdo con respecto a las Reclamaciones Colectivas Liberadas.

Tras la financiación total del Monto Bruto del Acuerdo, se considerará que el Demandante, el Estado de California con respecto a todos los Empleados de PAGA y todos los Empleados de PAGA han liberado, resuelto, comprometido, renunciado y despedido total, finalmente y para siempre a las Partes Liberadas de todos los reclamos PAGA liberados.

“Reclamaciones Colectivas Liberadas” significa todos y cada uno de los reclamos, deudas, responsabilidades, demandas, obligaciones, garantías, costos, gastos, honorarios de abogados, daños o causas de acción que se alegaron o que podrían haberse alegado con base en las alegaciones fácticas en la Demanda Operativa, que surja durante el Período del Grupo, bajo cualquier ley federal, estatal o local, e incluirá específicamente reclamos por la presunta falta del Demandado de pagar horas extras y salarios mínimos, proporcionar períodos de comida y descanso y pagos de primas asociados, pagar salarios a tiempo en caso de despido, proporcionar declaraciones salariales precisas y reembolsar los gastos necesarios relacionados con el negocio en violación del Código Laboral de California §§ 201, 202, 203, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800 y 2802, y las Órdenes Salariales de la Comisión de Bienestar Industrial, y todos los reclamos por honorarios y costos de abogados e intereses legales en relación con los mismos, las secciones 17200 y siguientes del Código de Negocios y Profesiones de California, y cualquier otro reclamo, incluidos los reclamos por sanciones por derechos legales correspondientes a los Miembros del Grupo.

“Reclamaciones PAGA Liberadas” significa todos y cada uno de los reclamos que surjan de cualquiera de las alegaciones fácticas en la Demanda Operativa y la Carta PAGA, que surjan durante el Período PAGA, por sanciones civiles según la Ley del Fiscal General Privado de 2004, secciones 2698 y siguientes del Código Laboral de California, incluyendo todos los reclamos por honorarios de abogados y costos relacionados con los mismos, por el supuesto incumplimiento del Demandado de pagar horas extras y salarios mínimos, proporcionar períodos de comida y descanso conformes y pagos de primas asociados, pagar salarios puntualmente durante el empleo y al momento del despido, proporcionar declaraciones salariales de queja, mantener registros de nómina completos y precisos, y reembolsar los gastos necesarios relacionados con el negocio en violación del Código Laboral de California §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 y 2802, y Órdenes Salariales de la Comisión de Bienestar Industrial, incluyendo, entre otras, la Orden Salarial 16-2001.

“Partes Liberadas” significa el Demandado y sus funcionarios, directores, empleados de nivel gerencial, miembros, aseguradores, accionistas, subsidiarias, afiliadas, predecesores, sucesores y cesionarios actuales y anteriores.

E. Honorarios de abogados y costos para los Abogados del Grupo

Los Abogados del Grupo solicitarán honorarios de abogados por un monto que no exceda un tercio (1/3) del Monto Bruto del Acuerdo (es decir, \$217,000.00) y el reembolso de los costos y gastos del litigio por un monto que no exceda los Veinticinco mil dólares (\$25,000.00) (colectivamente, “Honorarios y Costos de Abogados”), sujeto a la aprobación del Tribunal. Los Honorarios y Costos de Abogados otorgados por el Tribunal se pagarán con cargo al Monto Bruto del Acuerdo. Los Abogados del Grupo han estado procesando la demanda en nombre del Demandante, los Miembros del Grupo y los empleados de PAGA sobre la base de honorarios de contingencia (es decir, sin haber recibido ningún dinero hasta la fecha) y han estado pagando todos los costos y gastos del litigio.

F. Pago de Mejora al Demandante

El Demandante solicitará la cantidad de Siete mil quinientos dólares (\$7,500.00) (“Pago de Mejora), en reconocimiento a sus servicios en relación con la Acción. El Pago de Mejora se pagará con cargo al Monto Bruto del Acuerdo, sujeto a la aprobación del Tribunal, y si se otorga, se pagará al Demandante además de su Pago Individual del Acuerdo y el Pago PAGA Individual a los que tiene derecho en virtud del Acuerdo.

G. Costos de administración del acuerdo para el Administrador del Acuerdo

Se estima que el pago al Administrador del Acuerdo no excederá los Diez mil dólares (\$10,000.00) (“Costos de Administración del Acuerdo”) por los costos del aviso y el proceso de administración del acuerdo, incluido, entre otros, el gasto de notificar a los Miembros del Grupo del Acuerdo, procesar Solicitudes de Exclusión, Avisos de Objeción y Disputas sobre Semanas Laborales, calcular las Acciones Individuales del Acuerdo, los Pagos Individuales del Acuerdo y los Pagos PAGA Individuales, y distribuir pagos y formularios de impuestos conforme al Acuerdo, y se pagarán con cargo al Monto Bruto del Acuerdo, sujeto a aprobación por parte del Tribunal.

IV. ¿CUÁLES SON SUS DERECHOS Y OPCIONES COMO MIEMBRO DEL GRUPO?

A. Participar en el Acuerdo

Si usted desea participar en el Acuerdo Colectivo y recibir dinero del Acuerdo Colectivo, no tiene que hacer nada. Se le incluirá automáticamente en el Acuerdo Colectivo y se le emitirá su Pago Individual del Acuerdo, a menos que decida excluirse del Acuerdo Colectivo.

A menos que elija excluirse del Acuerdo Colectivo, estará obligado por los términos del Acuerdo Colectivo y cualquier sentencia que pueda dictar el Tribunal con base en el mismo, y liberará las Reclamaciones Colectivas Liberadas contra las Partes Liberadas como se describe en Sección III.D anterior.

Si usted es un empleado de PAGA, se le incluirá automáticamente en el Acuerdo PAGA y se le emitirá su Pago PAGA Individual. Esto significa que usted estará obligado por los términos del Acuerdo PAGA y cualquier sentencia que pueda dictar el Tribunal con base en el mismo, y liberará las Reclamaciones PAGA Liberadas contra las Partes Liberadas como se describe en la Sección III.D anterior.

Como Miembro del Grupo y empleado de PAGA (si corresponde), usted no será responsable por separado del pago de los honorarios de los abogados ni de los costos y gastos del litigio, a menos que contrate a su propio abogado, en cuyo caso será responsable de los honorarios de sus propios abogados y gastos.

B. Solicitar la Exclusión del Acuerdo Colectivo

Los Miembros del Grupo pueden solicitar ser excluidos del Acuerdo Colectivo enviando una carta (“Solicitud de Exclusión”) al Administrador del Acuerdo, a la siguiente dirección:

Apex Class Action, LLC
P.O. Box 54668
Irvine, CA 92619

Una Solicitud de Exclusión debe: (a) contener el nombre del caso y el número de la Acción (*Victor De La Cruz v. Northwest Pipe Company*, Caso No. CIVSB2211140); (b) contener su nombre completo, firma, dirección, número de teléfono y los

últimos cuatro (4) dígitos de su número de Seguro Social; (c) indicar claramente que no desea ser incluido en el Acuerdo Colectivo; y (d) devolverse por correo al Administrador del Acuerdo a la dirección especificada anteriormente, con matasellos del **10 de agosto de 2024 o antes**.

Si el Tribunal otorga la aprobación final del Acuerdo, cualquier Miembro del Grupo que presente una Solicitud de Exclusión oportuna y válida no recibirá un Pago Individual del Acuerdo y no estará obligado por el Acuerdo Colectivo (ni la liberación de las Reclamaciones Colectivas Liberadas descritas en la Sección III.D anterior), y no tendrá ningún derecho a objetar, apelar o comentar sobre el Acuerdo colectivo. Los Miembros del Grupo que no presenten una Solicitud de Exclusión oportuna y válida se considerarán Miembros del Grupo del acuerdo y estarán obligados por todos los términos del Acuerdo Colectivo, incluidos aquellos relacionados con la liberación de reclamos descritos en la Sección III.D anterior, así como cualquier sentencia que pueda dictar el Tribunal con base en el mismo. Los Empleados de PAGA estarán obligados al Acuerdo PAGA (y a la liberación de las Reclamaciones PAGA Liberadas descritas en la Sección III.D anterior) y aun así se les emitirá un Pago PAGA Individual, independientemente de si presentan una Solicitud de Exclusión o no.

C. Objetar al Acuerdo Colectivo

Usted puede oponerse al Acuerdo colectivo siempre que no haya presentado una Solicitud de Exclusión mediante la presentación de una objeción por escrito (“Aviso de Objeción”) al Administrador del Acuerdo.

Un Aviso de Objeción debe: (a) contener el nombre del caso y el número de la Acción (*Victor De La Cruz v. Northwest Pipe Company*, Caso No. CIVSB2211140); (b) contener su nombre completo, firma, dirección, número de teléfono y los últimos cuatro (4) dígitos de su número de Seguro Social; (c) contener una declaración escrita de todos los motivos de la objeción acompañada de cualquier respaldo legal para dicha objeción; (d) contener copias de cualquier documento, escrito u otro documento en el que se base la objeción; y (e) devolverse por correo al Administrador del Acuerdo a la dirección especificada que figura en la Sección IV.B anterior, con matasellos del **10 de agosto de 2024 o antes**.

También podrá comparecer en la Audiencia de Aprobación Final y presentar su objeción de forma oral, independientemente de si ha presentado un Aviso de Objeción o no.

V. AUDIENCIA DE APROBACIÓN FINAL

El Tribunal celebrará una Audiencia de Aprobación Final en el Departamento S17 del Tribunal Superior del Condado de San Bernardino, ubicado en 247 West 3rd Street, San Bernardino, California 92415, el **18 de septiembre de 2024, a la 1:30 p.m.**, para determinar si el Acuerdo debe ser finalmente aprobado como justo, razonable y adecuado. También se le pedirá al Tribunal que apruebe y conceda los honorarios y costos de los abogados a los Abogados del Grupo, el Pago de Mejoras al Demandante y los costos de administración del acuerdo al Administrador del Acuerdo.

La Audiencia de Aprobación Final podrá reprogramarse sin previo aviso a los Miembros del Grupo y a los empleados de PAGA. No es necesario que usted se presente a la Audiencia de Aprobación Definitiva, aunque puede presentarse si lo desea.

VI. INFORMACIÓN ADICIONAL

Lo anterior es un resumen de los términos básicos del Acuerdo. Para conocer los términos y condiciones precisos del Acuerdo de conciliación, debe revisar el Acuerdo de Conciliación detallado y otros documentos que están archivados en el Tribunal.

Usted puede consultar el Acuerdo de Conciliación y otros documentos presentados en la Demanda pagando una tarifa y visitando la oficina del secretario civil, ubicada en 247 West Third Street, San Bernardino, California 92415, durante el horario comercial, o en línea visitando el siguiente sitio web: <https://cap.sb-court.org/>, haciendo clic en "Buscar" (“Search”) en la parte superior de la pantalla, haciendo clic en "INFORMACIÓN DEL CASO" (“CASE INFORMATION”) en el menú desplegable y escribiendo el número de caso (CIVSB2211140).

También puede visitar el sitio web del Administrador del Acuerdo en <https://www.apexclassaction.com/northwest> para obtener documentos clave de la Acción.

POR FAVOR, NO LLAME AL TRIBUNAL NI A LA OFICINA DEL SECRETARIO PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO.

SI USTED TIENE ALGUNA PREGUNTA, PUEDE LLAMAR AL ADMINISTRADOR DEL ACUERDO AL SIGUIENTE NÚMERO GRATUITO: (800) 355-0700, O TAMBIÉN PUEDE COMUNICARSE CON EL ABOGADO DEL GRUPO.

Exhibit B

**Quotation Request:**

Alexandra Rose
Blackstone Law
arose@blackstonepc.com
310.361.0599

Case Name:

De La Cruz v. Northwest Pipe Company

Date:

Friday, January 5, 2024

RFP Number:

05990008

Prepared By:

Sean Hartranft
Apex Class Action LLC
Sean@apexclassaction.com
949.878.3676

Settlement Specifications

Estimated Class Size:	360
Certified Language Translation:	Yes
Static Settlement Website	Yes
Percentage of Undeliverable Mail	20%

Professional Services**Fee Calculation****Rate(s)****Quantity****Estimated Cost****Data Analytics and Standardization**

Import and Standardize Data*	Per Hour	\$125.00	2	\$250.00
Data Analyst	Per Hour	\$150.00	2	\$300.00

*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.

Sub Total: \$550.00

Mailing of Class Notice

Form Set Up	Per Hour	\$120.00	1	\$120.00
Print & Mail Class Notice	Per Piece	\$1.50	360	\$540.00
USPS First Class Postage	Per Piece	\$0.66	360	\$237.60
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.15	72	\$154.80
Receive and Process Undeliverable Mail	Per Hour	\$75.00	1	\$75.00
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	\$75.00	1	\$75.00
NCOA Address Update (USPS)	Static Rate	\$67.60	1	\$67.60
Certified Language Translation: Spanish	Static Rate	\$1,200.00	1	\$1,200.00

Sub Total: \$2,470.00

Project Management

Project Management	Per Hour	\$150.00	2	\$300.00
Project Coordinator	Per Hour	\$90.00	2	\$180.00
Data Analyst and Reporting	Per Hour	\$140.00	1	\$140.00

Sub Total: \$620.00



APEX

CLASS ACTION ADMINISTRATION

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	\$65.00	1	\$65.00
Settlement Status Reports	Static Rate	\$750.00	1	Waived
Sub Total:				\$65.00

Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	3	\$360.00
Account Management and Reconciliation	Per Hour	\$140.00	3	\$420.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$1.50	360	\$540.00
USPS First Class Postage	Per Piece	\$0.66	360	\$237.60
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.15	36	\$77.40
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	7	\$700.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,250.00	1	\$1,250.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	\$500.00	1	\$500.00
Sub Total:				\$4,085.00

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	2	\$270.00
Project Management Reconciliation	Per Hour	\$100.00	2	\$200.00
Declarations	Per Hour	\$120.00	2	\$240.00
Sub Total:				\$710.00

NOT TO EXCEED:				\$8,500.00
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Thank you for your business!



Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. **Apex warrants** that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.

9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. **Ownership** of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.

13. Upon the completion of the administration and unless retention instructions are ordered by the court, Apex will notify the client that it will destroy and/or return all confidential information and property within 90 days upon the client's written request. Alternatively, the material may be stored for one year at a monthly fee of \$1.50 per storage box for paper documents and \$0.01 per image for electronic copies over a period of three years, which compensates Apex for its electronic and hard-copy storage costs. Apex will not be liable for any damages, liability, or expenses incurred in connection with any delay in delivery of, or damage to disks, magnetic tapes, or any input data provided by the client or its representatives unless Apex has agreed in writing to assume such responsibility.

14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.

16. **Force Majeure:** In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.

18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. **Nonwaiver:** This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.