

1 **KINGSLEY SZAMET EMPLOYMENT LAWYERS**

2 ERIC B. KINGSLEY, Esq. (SBN 185123)

3 eric@kingsleylawyers.com

4 JESSICA BULAON, Esq., (SBN 340749)

5 jessi@kingsleylawyers.com

6 16133 Ventura Blvd., Suite 1200

7 Encino, CA 91436

8 Tel: (818) 990-8300, Fax (818) 990-2903

9 **ABRAMSON LABOR GROUP**

10 WILLIAM ZEV ABRAMSON, Esq. (SBN 289387) Wza@abramsonlabor.com

11 11846 Ventura Blvd, Suite 100

12 Studio City, CA, 91604

13 Tel: (213) 493-6300, Fax: (213) 382-4083

14 Attorneys for Plaintiff and the Proposed Class

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

16 **FOR THE COUNTY OF LOS ANGELES**

17 DIYARI CORRAL-BEY, an individual, on behalf
18 of herself and others similarly situated,

19 PLAINTIFFS,

20 v.

21 FLUOR FLATIRON BALFOUR BEATTY
22 DRAGADOS DBJV (DBA LINXS); and DOES 1
23 thru 50, inclusive,

24 DEFENDANTS.

Case No.: 22STCV20310

**DECLARATION OF MADELY NAVA OF
APEX CLASS ACTION, LLC, IN SUPPORT
OF MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: August 4, 2025

Time: 10:00 a.m.

Dept.: 11

Judge: Hon. David S. Cunningham

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 *Corral-Bey v. Fluor Flatiron Balfour*
6 *Beatty Dragados DBJV et al* matter. On behalf of both Apex and myself, I possess the authority to issue
7 this declaration. I am personally acquainted with the information contained herein, and in the event of
8 being summoned to provide testimony, I am fully capable and willing to provide competent testimony
9 regarding these facts.

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

16 3. Apex was engaged by the Parties’ Counsel and subsequently approved and appointed by the
17 Court to provide notification services and claims administration, pursuant to the terms of the Settlement,
18 in the above-referenced Action. The responsibilities undertaken thus far, as well as those to be fulfilled
19 following the granting of Final Approval of the Settlement, include: (a) printing and mailing the *Court*
20 *Approved Notice Of Class Action Settlement And Hearing Date For Final Court Approval* (referred to as
21 “Notice Packet”); (b) receiving and processing requests for exclusion; (c) resolving disputes among
22 Settlement Class Members regarding the number of months recorded by Defendants during the Class
23 Period, as stated on their individualized Class Notice.; (d) calculating individual settlement award
24 amounts; (e) processing and mailing settlement award checks; (f) handling tax withholdings as required
25 by the Settlement and the law; (g) preparing, issuing and filing tax returns and other applicable tax forms;
26 (h) managing the distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i)
27 undertaking additional tasks as mutually agreed upon by the Parties or as ordered by the Court for Apex
28 to perform.

1 4. On January 15, 2025, Counsel for the Plaintiff provided Apex with the Court-approved content
2 for the Notice Packet. Apex then generated a draft of the formatted Notice Packet, which received
3 approval from the Parties' Counsel before being mailed.

4 5. On March 6, 2025, Counsel for the Defendants provided Apex with the class data file, comprising
5 the names, social security numbers, last known mailing addresses, employment dates, and the total
6 number of relevant months worked by each Settlement Class Member. The data file was successfully
7 uploaded to our database, where it underwent a thorough review to identify any duplicates or potential
8 inconsistencies. The Class Data consisted of a total of 1,127 individuals.

9 6. In preparation for the mailing process, all 1,127 names and addresses listed in the Class Data
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 Settlement Class Members' mailing addresses before sending out the Notice
13 Packet. The NCOA database contains records of requested address changes submitted to the USPS. If
14 an updated address was found in the NCOA database, it was utilized for the mailing of the Notice Packet.
15 However, in cases where no updated address was found in the NCOA database, the original address
16 provided by Counsel for Defendants was used for the mailing of the Notice Packet.

17 7. On May 22, 2025, The Notice Packet was sent to all 1,127 individuals listed in the Class Data
18 using U.S First Class Mail. A copy of the mailed Notice Packet is attached hereto as **Exhibit A**.

19 8. As of the date of this declaration, our office has received 47 returned Notice Packets as
20 undeliverable. Apex conducted a computerized skip trace on the 47 returned Notice Packets in order to
21 acquire updated addresses for the purpose of re-mailing the Notice Packet. This skip trace effort resulted
22 in obtaining 34 updated addresses, to which we promptly re-mailed the Notice Packets via U.S First
23 Class Mail.

24 9. As of the date of this declaration, there have been 34 Notice Packets re-mailed as a result of
25 Apex's skip-tracing efforts.

26 10. As of the date of this declaration, 13 Notice Packets have been considered undeliverable as no
27 updated address was found despite conducting skip tracing.

1 11. As of the date of this declaration, Apex has not received any requests for exclusion. The deadline
2 for submitting a request for exclusion from the Settlement is July 21, 2025.

3 12. As of the date of this declaration, Apex has not received any objections to the Settlement. The
4 deadline for submitting a written objection to the Settlement is July 21, 2025.

5 13. As of the date of this declaration, Apex has not received any disputes from Class Members. The
6 deadline for submitting a dispute is July 21, 2025.

7 14. As of the date of this declaration, Apex will report 1,127 Participating Class Members,
8 constituting 100% of the total 1,127 Settlement Class Members.

9 15. The total number of months worked by Participating Class Members during the Class Period is
10 17,266. The Net Settlement Amount available to Participating Class Members is estimated to be
11 \$147,010.00 and was calculated by subtracting the requested attorneys' fees (\$95,000.00), the amount
12 requested for litigation costs and expenses (\$15,000.00), the requested Class Representative Service
13 Payment (\$5,000.00), the requested Settlement Administration Costs (\$12,990.00), and the PAGA
14 Penalties (\$10,000.00) from the Gross Settlement Amount (\$285,000.00).

15 16. The *highest* Individual Class Payment to a Participating Class Member is currently estimated to
16 be approximately \$596.01, the *average* Individual Class Payment is currently estimated to be
17 approximately \$130.44, and the *lowest* Individual Class Payment is currently estimated to be
18 approximately \$8.51.

19 17. Pursuant to the Agreement, 25% of the PAGA Payment (\$2,500.00) will be allocated to
20 Aggrieved Employees regardless of whether they opt out of the class settlement. Aggrieved Employees
21 cannot opt out of the PAGA settlement. There are 862 Aggrieved Employees who worked a total of
22 11,830 months during the PAGA Period.

23 18. The *highest* individual PAGA Payment to an Aggrieved Employee is approximately \$7.82, the
24 *average* individual PAGA Payment is approximately \$2.90, and the *lowest* individual PAGA Payment
25 is approximately \$0.21.

26 19. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred
27 and anticipated expenses, amount to \$12,990.00. Apex will proceed with additional tasks related to this
28 matter, such as calculating settlement award payments, issuing and mailing settlement award checks,

1 handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed
2 upon by the Parties or ordered by the Court for Apex to undertake.

3 I declare under penalty of perjury under the laws of the State of California and the United States
4 that the foregoing is true and correct, and that this Declaration was executed this 10th day of July 2025,
5 in Irvine, California.

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MADELY NAVA

Exhibit A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

*DIYARI CORRAL-BEY, an individual, on behalf of himself and others similarly situated, PLAINTIFF, v. FLUOR FLATIRON BALFOUR BEATTY DRAGADOS DBJV DBA LINXS; and
DOES 1 thru 50, inclusive, DEFENDANTS, Los Angeles County Superior Court Case No. 22STCV20310*

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against FLUOR FLATIRON BALFOUR BEATTY DRAGADOS DBJV DBA LINXS (abbreviate name; “Defendant” or “LINXS” is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by a former LINXS employee Diyari Corral-Bey (“Plaintiff”) and seeks payment of (1) reimbursement and other relief for a class of non-exempt employees who are employed or have been employed by FLUOR FLATIRON BALFOUR BEATTY DRAGADOS DBJV DBA LINXS, in the State of California from June 22, 2018, to June 10, 2024, and (2) penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt employees who are employed or have been employed by FLUOR FLATIRON BALFOUR BEATTY DRAGADOS DBJV DBA LINXS in the State of California from June 22, 2021, to June 10, 2024 (“Aggrieved Employees”).

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

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

The above estimates are based on Defendant’s records showing that **you worked «Class_Months» months** during the Class Period and **you worked «PAGA_Months» months** during the PAGA Period. If you believe that you worked more months during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice. The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

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

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

FLUOR FLATIRON BALFOUR BEATTY DRAGADOS DBJV DBA LINXS will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don’t Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against LINXS that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is July 21, 2025	If you don’t want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.

	You cannot opt-out of the PAGA portion of the proposed Settlement. LINXS must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by July 21, 2025	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the August 4, 2025, Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on [date]. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Months Written Challenges Must be Submitted by July 21, 2025	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many months you worked at least one day during the Class Period and how many months you worked at least one day during the PAGA Period, respectively. The number of Class Period months and number of PAGA Period months you worked according to LINXS’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by July 21, 2025. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former FLUOR FLATIRON BALFOUR BEATTY DRAGADOS DBJV DBALINXS employee. The Action accuses LINXS of violating California labor laws by failing to pay reimbursable expenses and engaging in unfair business practices. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: Kingsley Szamet & Ly (“Class Counsel.”)

Defendant strongly denies violating any laws or failing to pay any amounts owed and contends it complied with all applicable laws.

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

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any liability or violations, or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) LINXS has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. LINXS Will Pay \$285,000.00 as the Gross Settlement Amount (Gross Settlement). LINXS has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, LINXS will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$ 95,000.00 (33.33% of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$15,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

- B. Up to \$5,000.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
- C. Up to \$13,000.00 to the Administrator for services administering the Settlement.
- D. Up to \$10,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period months.

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

- 3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period months.
- 4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 100% to reimbursement, penalties, and interest ("Non- Wage Portion."). The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

- 5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
- 6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than July 21, 2025, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the July 21, 2025, Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against LINXS. You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Linxs based on the PAGA Period facts alleged in the Action.
- 7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
- 8. Administrator. The Court has appointed a neutral company, Apex Class Action Administration (the "Administrator"), to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over months, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
- 9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, generally release Released Parties from any and all claims alleged in the First Amended Complaint and/or arising out of the allegations alleged in the First Amended Complaint. The release shall be provided to Released Parties and other related parties standard in such an agreement. Except as set forth in Section 6.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance,

disability, social security, workers' compensation or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and LINXS has paid the Gross Settlement (and separately paid the employer-side payroll taxes, if any), all Aggrieved Employees will be barred from asserting PAGA claims against LINXS, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue or participate in any other PAGA claim against LINXS or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Non-Participating Class Members are as follows:

All Non-Participating Class Members, who are Aggrieved Employees, are deemed to generally release, on behalf of themselves and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties, from any and all claims for PAGA penalties alleged in the letter sent to the LWDA and/or the First Amended Complaint. The release shall be provided to Released Parties and other related parties standard in such an agreement.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of months worked by all Participating Class Members, and (b) multiplying the result by the number of months worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$2,500.00 by the total number of PAGA months worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period months worked by each individual Aggrieved Employee.
3. Months Challenges. The number of Class months you worked during the Class Period and the number of PAGA months you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice.

You have until July 21, 2025, to challenge the number of months and/or PAGA months credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of months, based on Defendant's records, as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve months challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You cannot appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who does not opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

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

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

Submit a written and signed letter with your name, present address, telephone number and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Diyari Corral-Bey v. Flour Flatiron Balfour Beatty Dragados DBJV dba LINXS*, and include your identifying information (full name, address, telephone number, approximate dates of employment and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by July 21, 2025, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 days before the August 4, 2025 Final Approval Hearing,

Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website <https://apexclassaction.com/fluor> or the Court's website <https://www.lacourt.org/casesummary/ui/>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is July 21, 2025.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Diyari Corral-Bey v. Flour Flatiron Balfour Beatty Dragados DBJV dba LINXS* and include your name, current address, telephone number and approximate dates of employment for LINXS, and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but do not have to, attend the Final Approval Hearing on August 4, 2025, at 10:00 a.m. in Department 11 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It is possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website <https://apexclassaction.com/fluor> beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.



9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to Los Angeles Superior Court's website at <https://www.lacourt.org/casesummary/ui/>. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 22STCV20310. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Kingsley & Szamet
Eric B. Kingsley
eric@kingsleylawyers.com
16133 Ventura Blvd., Suite 1200
Encino, CA 91436
Tel: (818) 990-8300

Settlement Administrator:

Apex Class Action Administration
claims@apexclassaction.com
P.O. Box 54668,
Irvine, CA 92619
1-800-355-0700

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10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund https://www.sco.ca.gov/search_upd.html for instructions on how to retrieve the funds

11. WHAT IF I CHANGE MY ADDRESS?

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

(PROOF OF SERVICE)
[CCP 1013(a)(3)]
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On July 11, 2025, I served all interested parties in this action the following documents described as: **DECLARATION OF MADELY NAVA OF APEX CLASS ACTION, LLC, IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

FISHER & PHILLIPS LLP

Lonnie D. Giamela
lgiamela@fisherphillips.com
Sara Watar
swatar@fisherphillips.com
444 South Flower Stree, Suite 1500
Los Angeles, CA 90071
Attorneys for Defendant

ABRAMSON LABOR GROUP

William Zev Abramson
wza@abramsonlabor.com
11846 Ventura Blvd, Suite 100
Studio City, CA, 91604
Attorneys for Plaintiff

[XX] BY ELECTRONIC SERVICE: I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[XX] (BY ELECTRONIC MAIL THROUGH CASE ANYWHERE) On interested parties set forth on the attached service list.

[XX] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on July 11, 2025, at Encino, California.



Kimberly Madrid