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ANTONIO ARIAS, on behalf of himself and all others
6 similarly situated

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

10
11 ANTONIO ARIAS, on behalf of himself and
all other similarly situated,

12 **Plaintiffs,**

13 **v.**

14 **INSITUFORM TECHNOLOGIES LLC, a**
15 **Delaware limited liability company; AEGION**
16 **CORPORATION, a Missouri corporation; and**
DOES 1 through 100, Inclusive

17 **Defendants.**

CASE NO.: 22STCV22022

[Assigned for all purposes to the Hon.
Timothy P. Dillon - Dept. 15]

JOINT STIPULATION FOR CLASS
ACTION SETTLEMENT

1 TO THE COURT:

2 This Joint Stipulation for Class Action Settlement ("Settlement Agreement") is made
3 and entered into by and between Plaintiff Antonio Arias ("Plaintiff"), individually and on
4 behalf of all others similarly situated, and Defendants Insituform Technologies, LLC and
5 Azuria Water Solutions, Inc., formerly known as Aegion Corporation ("Defendants") (Plaintiff
6 and Defendants collectively will be referred to as the "Parties"), and is subject to the terms and
7 conditions below, and to the Court's approval. The Parties expressly acknowledge that this
8 Settlement Agreement is entered into solely for the purpose of compromising significantly
9 disputed claims and that nothing in this Settlement Agreement is an admission of liability or
10 wrongdoing by Defendants. If for any reason the Settlement Agreement is not approved, it will
11 be of no force or effect, and the Parties will be returned to their respective positions
12 immediately prior to and as if they had never executed this Settlement Agreement as more fully
13 set forth below.

14 DEFINITIONS

15 The following definitions are applicable to this Settlement Agreement. Definitions
16 contained elsewhere in this Settlement Agreement will also be effective:

- 17 1. "Action" means *Antonio Arias v. Insituform Technologies, LLC, et al.*, Los
18 Angeles County Superior Court Case No. 22STCV22022.
- 19 2. "Class Counsel" means Michael Nourmand and James A. De Sario of The
20 Nourmand Law Firm, APC.
- 21 3. "Class Counsel Fees and Costs" means attorneys' fees, costs, and expenses
22 approved by the Court for Class Counsel's litigation and resolution of the Action, and all costs
23 incurred and to be incurred by Class Counsel in the Action, including, but not limited to, costs
24 associated with documenting the Settlement, providing any notices required as part of the
25 Settlement or Court order, securing the Court's approval of the Settlement, administering the
26 Settlement, and obtaining entry of the Judgment terminating the Action. Class Counsel will
27 request attorneys' fees of not to exceed thirty-five percent of the Gross Settlement Amount or
28 One Hundred Nineteen Thousand Dollars (\$119,000) and litigation costs and expenses not to

1 exceed Thirty Thousand Dollars (\$30,000). Defendants have agreed not to oppose Class
2 Counsel's request for Class Counsel Fees and Costs.

3 4. "Class List" means a complete list of all Class Members that Defendants will
4 diligently and in good faith compile from their records and provide on a confidential basis to
5 the Settlement Administrator within fourteen (14) calendar days after the Court's entry of an
6 order granting preliminary approval of this Settlement. The Class List will be formatted in
7 Microsoft Office Excel and Defendants will use their best efforts to include each Class
8 Member's full name; last known mailing address; last known telephone number if readily
9 available; dates of employment or number of workweeks worked during the Class Period; and
10 Social Security number.

11 5. "Class Member(s)" or "Settlement Class" means: All current and former hourly
12 non-exempt employees of Defendants within California at any time during the period from July
13 7, 2018 to the date upon which they have accrued 6,147 total workweeks.

14 6. "Class Period" means: the period from July 7, 2018 to a date upon which they
15 have accrued 6,147 total workweeks.

16 7. "Class Representative Enhancement Payment" means the amount to be paid from
17 the Gross Settlement Amount to the named Plaintiff in exchange for executing a general release
18 and in recognition of his efforts in prosecuting the Action on behalf of Class Members.
19 Plaintiff will request and Defendants will not oppose Plaintiff's application to the court for a
20 payment of Seven Thousand Five Hundred Dollars (\$7,500) for his willingness to serve as
21 Class Representative.

22 8. "Court" means the Los Angeles County Superior Court, or any other court taking
23 jurisdiction of the Action.

24 9. "Effective Date" means the date when the Final Approval Order becomes final.
25 For purposes of this Paragraph, the Final Approval Order "becomes final" upon the last to occur
26 of the following: (a) if there are no objections to the Settlement, the date the Court enters an
27 order granting final approval of the Settlement; or (b) if there are objections to the Settlement,
28 and if an appeal, review, or writ is not sought from the Final Approval Order, the day after the

1 time period to appeal the Settlement has expired, i.e., 60 days from the date the Court enters an
2 order granting final approval of the Settlement.

3 10. "Gross Settlement Amount" means the maximum settlement amount of Three
4 Hundred Forty Thousand Dollars (\$340,000) ("Gross Settlement Amount"), which has been
5 and/or will be paid by Defendants in full satisfaction of all claims arising from the Action. The
6 Gross Settlement Amount includes all Individual Settlement Payments to Participating Class
7 Members, the Class Representative Enhancement Payment, Settlement Administration
8 Expenses, Class Counsel Fees and Cost, and PAGA penalties in the amount of Fifteen
9 Thousand Dollars (\$15,000) of which 75% or Eleven Thousand Two Hundred and Fifty Dollars
10 (\$11,250) will be paid to the Labor Workforce Development Agency ("LWDA") and 25% or
11 Three Thousand Seven Hundred Fifty Dollars (\$3,750) to PAGA Group Members. Defendants
12 will pay the employer's share of payroll taxes on the wage portion of the Individual Settlement
13 Payments, as applicable, in addition to the Gross Settlement Amount.

14 11. "Individual Settlement Payment" means each Participating Class Member's pro
15 rata share of the Net Settlement Amount and PAGA Group Member's pro rata share of the
16 PAGA Settlement Amount allocated for PAGA penalties to PAGA Group Members, as
17 calculated using the formula described in Paragraph 34.

18 12. "Net Settlement Amount" means the maximum amount available for distribution
19 to the Class Members, after deduction of Class Counsel Fees and Costs, Class Representative
20 Enhancement Payment, Settlement Administration Expenses, and PAGA penalties, from the
21 Gross Settlement Amount.

22 13. "Notice of Objection" means a Class Member's valid and timely written
23 objection to the Settlement Agreement. For the objection to be valid, it must include: (i) the
24 objector's full name, signature, address, and telephone number; (ii) a written statement of all
25 grounds for the objection accompanied by any legal support for such objection; (iii) copies of
26 any papers, briefs, or other documents upon which the objection is based; and (iv) a list of all
27 persons who will be called to testify in support of the objection. Further, an objector may
28 appear at the Final Approval hearing, either in person or through counsel, at his or her expense.

1 The Parties will be permitted to respond in writing to such objections at least seven calendar
2 days prior to the Final Approval hearing or within the time period set by the Court.

3 14. "Notice" means the Notice of Class Action Settlement, substantially in the form
4 attached as Exhibit A.

5 15. "PAGA" means the California Private Attorneys General Act of 2004, which is
6 codified in California Labor Code §2698, et seq.

7 16. "PAGA Group Member(s)" means: All current and former hourly non-exempt
8 employees of Defendants within California at any time during the period from July 7, 2021 to
9 the end of the Class Period.

10 17. "PAGA Period" means: the period from July 7, 2021 through the end of the
11 Class Period.

12 18. "PAGA Settlement Amount" means the portion of the Gross Settlement Amount
13 allocated to the resolution of PAGA Group Members' claims arising under PAGA. The Parties
14 have agreed that the PAGA Settlement Amount is Fifteen Thousand Dollars (\$15,000), subject
15 to Court approval. Of the PAGA Settlement Amount, 75% or Eleven Thousand Two Hundred
16 Fifty Dollars (\$11,250) will be paid to the California Labor and Workforce Development
17 Agency ("LWDA Payment"), and the remaining 25% or Three Thousand Seven Hundred Fifty
18 Dollars (\$3,750) will be distributed to PAGA Group Members.

19 19. "Participating Class Members" means all Class Members who do not submit
20 valid Requests for Exclusion.

21 20. "Preliminary Approval" means the Court order granting preliminary approval of
22 the Settlement Agreement.

23 21. "Released PAGA Claims" means all claims for civil penalties under PAGA
24 based on the labor code violations alleged, or reasonably could have been alleged, based on the
25 facts stated in Plaintiff's operative complaint and in the notice sent by Plaintiff to the LWDA,
26 as well as all facts, theories, or claims for civil penalties that would be considered
27 administratively exhausted under applicable law by the PAGA notice the Plaintiff sent to the
28 LWDA. PAGA Group Members shall receive their portion of the PAGA Settlement Amount

1 regardless of their decision to opt-out of the class settlement and therefore the Released PAGA
2 Claims would apply to them.

3 22. "Released Claims" means state wage and hour claims, penalties, interest, and
4 causes of action, arising from or related to the claims pled in Plaintiff's operative complaint
5 ("Complaint") or that could have been pled in the Complaint based on the factual allegations
6 pled in the Complaint, including, without limitation, claims for 1) failure to pay overtime
7 wages, 2) failure to pay minimum wages; 3) failure to provide compliant meal periods; 4)
8 failure to provide compliant rest periods; 5) failure to provide accurate wage statements; 6)
9 failure to pay all wages owed upon termination, 7) failure to pay sick leave, 8) unfair
10 competition claims under California Business & Professions Code §17200, *et seq.* based on the
11 labor code violations alleged and 9) civil penalties pursuant to Labor Code § 2699, based on the
12 labor code violations alleged, and any penalties, restitution, disgorgement, interest or attorneys'
13 fees that occurred during the Class Period. This release will cover all Class Members who do
14 not opt out.

15 23. "Released Parties" means Defendants and Defendants' respective former and
16 present parents, subsidiaries and affiliated companies and entities, and their current, former, and
17 future owners, officers, shareholders, directors, members, managers, operators, employees,
18 consultants, vendors, partners, affiliates, subsidiaries, shareholders, attorneys, insurers, payroll
19 providers, joint venturers and agents, and any successors, assigns, or legal representatives.

20 24. "Request for Exclusion" means a timely letter submitted by a Class Member
21 indicating a request to be excluded from the Settlement. The Request for Exclusion must: (a)
22 set forth the name, address, telephone number and last four digits of the Social Security
23 Number of the Class Member requesting exclusion; (b) be signed by the Class Member; (c) be
24 returned by mail or fax to the Settlement Administrator at the specified address or fax number
25 indicated in the Notice; (d) clearly state that the Class Member does not wish to be included in
26 the Settlement; and (e) be faxed or postmarked on or before the Response Deadline.

27 25. "Response Deadline" means the deadline by which Class Members must fax or
28 postmark to the Settlement Administrator a valid Request for Exclusion, submit objections to

1 the Settlement or dispute workweeks. The Response Deadline will be forty-five (45) calendar
2 days from the initial mailing of the Notice by the Settlement Administrator. The Response
3 Deadline for Request for Exclusion, objection or dispute workweeks will be extended fifteen
4 (15) calendar days for any Class Member who is re-mailed a Notice by the Settlement
5 Administrator in accordance with the notice procedure described herein. The Response
6 Deadline may also be extended by express agreement between Class Counsel and Defendant's
7 counsel.

8 26. "Settlement Administrator" means Phoenix Settlement Administrators or any
9 other third-party class action settlement administrator agreed to by the Parties and approved by
10 the Court for the purposes of administering this Settlement. The Parties each represent that
11 they do not have any financial interest in the Settlement Administrator or otherwise have a
12 relationship with the Settlement Administrator that could create a conflict of interest.

13 27. "Settlement Administration Expenses" means the costs payable to the Settlement
14 Administrator for administering this Settlement, including, but not limited to, printing,
15 translating into Spanish, conducting a National Change of Address ("NCOA") search,
16 distributing (including with appropriate postage), and tracking documents for this Settlement in
17 English and Spanish, any searches to locate any Class Members, tax reporting, distributing the
18 Individual Settlement Payments, Class Representative Enhancement Payment, Class Counsel
19 Fees and Costs, and providing necessary certification of completion of notice, reports and
20 declarations, establishing and administering a qualified settlement fund account and other
21 responsibilities set forth in this Settlement Agreement and as requested by the Parties. The
22 Settlement Administration Expenses are currently estimated to be not more than Four Thousand
23 Seven Hundred and Fifty Dollars (\$4,750).

24 TERMS OF AGREEMENT

25 Plaintiff, on behalf of himself and the Settlement Class, and Defendants agree as
26 follows:
27
28

1 28. Impact of Any Court Determination Not to Enter Final Approval Order. In the
2 event that the Court does not enter a Final Approval Order and this Settlement Agreement does
3 not become effective, the following will occur:

- 4 a. on the date final approval is denied, the status of the Action will be
5 deemed to return to its status at the time immediately prior to and as if the
6 Parties had never executed this Settlement Agreement; and
7 b. The Parties will evenly split and pay the Settlement Administrator for any
8 costs incurred by the Settlement Administrator.

9 29. Settlement Funding. Within fourteen (14) calendar days of the Effective Date,
10 Defendants will deposit the Gross Settlement Amount and employer's share of payroll taxes
11 with the Settlement Administrator who will deposit the funds into an interest-bearing trust
12 account referred to as the Qualified Settlement Fund account from which the Settlement
13 Administrator will have authority to distribute money in accordance with the terms of this
14 Settlement Agreement. The employer's share of payroll taxes, to be calculated with the
15 assistance of the Settlement Administrator, shall be paid by Defendants in addition to the Gross
16 Settlement Amount.

17 30. Class Counsel Fees and Costs. Defendants agree not to oppose or impede any
18 application or motion by Class Counsel for Class Counsel Fees in the amount of up to One
19 Hundred Nineteen Thousand Dollars (\$119,000), plus the reimbursement of the actual costs and
20 expenses associated with Class Counsel's litigation and settlement of the Action, not to exceed
21 Thirty Thousand Dollars (\$30,000). As part of the Final Approval motion, Class Counsel will
22 request approval of the Class Counsel Fees and Costs. If the Court approves a Class Counsel
23 Fees and Costs less than the amounts requested, the Settlement Administrator will allocate the
24 remainder to the Net Settlement Amount. Released Parties shall have no liability to Class
25 Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class
26 Counsel Fees and Costs. Class Counsel assumes full responsibility and liability for taxes owed
27 on the Class Counsel Fees and Costs and holds Defendants harmless, and indemnifies
28 Defendants, from any dispute or controversy regarding any division or sharing of any of these

1 payments.

2 31. Class Representative Enhancement Payment. In exchange for named Plaintiff's
3 executing a general release, and in recognition of his efforts in prosecuting the Action on behalf
4 of Class Members, Defendants agree not to oppose or impede any application or motion for a
5 Class Representative Enhancement Payment of up to Seven Thousand Five Hundred Dollars
6 (\$7,500). The Class Representative Enhancement Payment, which will be paid from the Gross
7 Settlement Amount, will be in addition to Plaintiff's Individual Settlement Payment paid
8 pursuant to the Settlement. Plaintiff will be solely and legally responsible to pay any and all
9 applicable taxes, penalties and interest on the payment made pursuant to this paragraph and will
10 hold Defendants harmless from any claim or liability for taxes, penalties, or interest arising as a
11 result of the payment.

12 32. Settlement Administration Expenses. The Settlement Administrator will be paid
13 for the reasonable fees and costs of administration of the Settlement, which are estimated not to
14 exceed Four Thousand Seven Hundred and Fifty Dollars (\$4,750). These will include, *inter*
15 *alia*, fees and costs payable to the Settlement Administrator for printing, translating into
16 Spanish, distributing (including with appropriate postage), and tracking documents for this
17 Settlement in English and Spanish, any searches to locate any Class Members, calculating
18 estimated amounts per Class Member, tax reporting, distributing the Individual Settlement
19 Payments, Class Representative Enhancement Payment, Class Counsel Fees and Costs,
20 payment to LWDA for PAGA penalties, and providing necessary certification of completion of
21 notice, reports and declarations, establishing and administering a Qualified Settlement Fund
22 account, required tax reporting on the Individual Settlement Payments, the issuing of 1099 and
23 W-2 IRS forms, calculating the employer's share of payroll taxes on the wage portion of the
24 Individual Settlement Payments and coordinating related reporting, and other responsibilities as
25 requested by the Parties. The Settlement Administration Expenses will be paid from the Gross
26 Settlement Amount.

1 33. Net Settlement Amount. The Net Settlement Amount will be used to satisfy
2 Individual Settlement Payments to Participating Class Members from the Settlement Class and
3 PAGA Group Members in accordance with the terms of this Agreement.

4 34. Individual Settlement Payment Calculations. Defendants will provide the
5 Settlement Administrator with the total number of workweeks for each Class Member during
6 the Class Period and total number of workweeks for each PAGA Group Member during the
7 PAGA Period. The Settlement Administrator will divide the Net Settlement Amount, by the
8 total number of workweeks ("Work Week Rate Amount") and then multiply this amount by
9 each Class Member's total number of workweeks worked during the Class Period to yield that
10 employee's Net Settlement Payment. In the event a Class Member submits a timely Request
11 for Exclusion from the settlement, his/her share of the settlement will be added to the Net
12 Settlement Amount.

13 NET
14 SETTLEMENT
15 AMOUNT X
16 -----
17 Total number of
18 Workweeks for
19 all Class
20 Members

Participating
Class Member's
Workweeks

21 In addition, each Class Member who is a PAGA Group Member will be paid a pro-rata
22 share of the \$3,750 allocated for PAGA penalties to PAGA Group Members, as calculated by
23 the Settlement Administrator, with a formula similar to payments to Participating Class
24 Members.

25 \$3,750 for PAGA
26 Penalties to PAGA
27 Group Members X
28 -----
Total number of
Workweeks for all
PAGA Group Members
during PAGA Period

Individual PAGA
Group Member's
Workweeks during
PAGA Period

1 The Individual Settlement Payment for any Participating Class Member who is also a
2 PAGA Group Member shall include the Participating Class Member's share of the PAGA
3 Settlement Amount allocated for PAGA penalties to PAGA Group Members.

4 Class Members who are PAGA Group Members will not be permitted to exclude
5 themselves from the PAGA claim portion of the Settlement. PAGA penalty settlement
6 payments in the appropriate amounts will be distributed by the Settlement Administrator by
7 mail to the PAGA Group Members including to those Class Members who are PAGA Group
8 Members who submitted a request for exclusion.

9 35. No Credit Toward Benefit Plans. All Individual Settlement Payments to Class
10 Members shall be deemed to be income to such Class Members solely in the year in which such
11 awards actually are received by the Class Members. It is expressly understood and agreed that
12 the receipt of such Individual Settlement Payments will not entitle any Class Member to
13 additional compensation or benefits under any company bonus, paid time off (including
14 vacation and sick leave), or other compensation or benefit plan or agreement in place during the
15 period covered by the Settlement, nor will it entitle any Class Member to any increased
16 retirement, 401(k) benefits or matching benefits, or deferred compensation benefits. It is the
17 intent of this Settlement that the Individual Settlement Payments provided for in this Agreement
18 are the sole payments to be made by Defendants to the Class Members in connection with this
19 Settlement, and that the Class Members are not entitled to any new or additional compensation
20 or benefits as a result of having received the Individual Settlement Payments (notwithstanding
21 any contrary language or agreement in any benefit or compensation plan document that might
22 have been in effect during the period covered by this Settlement).

23 36. Settlement Administration Process. The Parties agree to cooperate in the
24 administration of the settlement and to make all reasonable efforts to control and minimize the
25 costs and expenses incurred in administration of the Settlement.

26 37. Delivery of the Class List. Within fourteen (14) calendar days of Preliminary
27 Approval, Defendants will provide the Class List to the Settlement Administrator. Because
28 social security numbers are included in the Class List, the information shall be produced subject

1 to a protective order entered by the Court, for which the Settlement Administrator shall,
2 pursuant to that protective order, maintain the Class List in confidence, use the Class List only
3 for purposes of this Settlement and for no other purpose, and restrict access to the Class List to
4 Settlement Administrator employees who need access to the Class List to effect and perform
5 under this Agreement.

6 38. Notice by First-Class U.S. Mail. Within fourteen (14) calendar days after
7 receiving the Class List from Defendants, the Settlement Administrator will mail the Notice to
8 all Class Members via regular First-Class U.S. Mail.

9 39. Confirmation of Contact Information in the Class Lists. Prior to mailing, the
10 Settlement Administrator will perform a search based on the National Change of Address
11 Database for information to update and correct for any known or identifiable address changes.
12 Any Notice returned to the Settlement Administrator as non-deliverable on or before the
13 Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding
14 address, and the Settlement Administrator will indicate the date of such re-mailing on the
15 Notice. If no forwarding address is provided, the Settlement Administrator will promptly
16 attempt to determine the correct address using a skip-trace, or other search using the name,
17 address and/or Social Security number of the Class Member involved and will then perform a
18 single re-mailing. Those Class Members who receive a re-mailed Notice will have between the
19 latter of (i) an additional fifteen calendar (15) days or (ii) the Response Deadline to fax or
20 postmark a Request for Exclusion, submit an objection to the Settlement or dispute workweeks.

21 40. Notice. All Class Members will be mailed the Notice. The Notice will provide:
22 (1) information regarding the nature of the Action, (2) a summary of the Settlement's principal
23 terms, (3) the Settlement Class definition, (4) each Class Member's number of workweeks
24 worked during the Class Period, (5) each Class Member's estimated Individual Settlement
25 Payment; (6) the dates which comprise the Class Period, (7) instructions on how to submit valid
26 Requests for Exclusion, objections or dispute workweeks, (8) the deadlines by which the Class
27 Member must fax or postmark Request for Exclusions, submit objections to the Settlement or
28 dispute workweeks, and (9) the claims to be released, as set forth in this Settlement Agreement.

1 41. Request for Exclusion Procedures. Any Class Member wishing to opt out from
2 the Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the
3 Settlement Administrator within the Response Deadline. The date of the fax or postmark on the
4 return mailing envelope will be the exclusive means to determine whether a Request for
5 Exclusion has been timely submitted. The Parties to this Agreement and their counsel agree that
6 they will not solicit or encourage Class Members to opt-out or object to this Settlement
7 Agreement. If the Court approves the compromise of the PAGA claim, all PAGA Group
8 Members are bound by the Court's resolution of that claim. Class Members who are also
9 PAGA Group Members submitting a request for exclusion will nevertheless receive their pro-
10 rata share of the 25% of the PAGA Settlement Amount allocated for PAGA penalties to PAGA
11 Group Members.

12 42. Defective Submissions. If a Class Member's Request for Exclusion is defective
13 as to the requirements listed in this Settlement Agreement, that Class Member will be given an
14 opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a
15 cure letter within three (3) calendar days of receiving the defective submission to advise the
16 Class Member that his or her submission is defective and that the defect must be cured to render
17 the Request for Exclusion valid. The Class Member will have until the later of (i) Response
18 Deadline or (ii) fifteen (15) calendar days from the date of the cure letter to fax or postmark a
19 revised Request for Exclusion.

20 43. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
21 Member who does not affirmatively opt out of the Settlement Agreement by submitting a
22 timely and valid Request for Exclusion will be bound by all of its terms, including those
23 pertaining to the Released Claims (other than as it applies to the PAGA claims with respect to
24 the PAGA Group Members), as well as any Judgment that may be entered by the Court if it
25 grants final approval to the Settlement. If the Court approves the compromise of the PAGA
26 claim, Class Members who are also PAGA Group Members submitting a request for exclusion
27 will nevertheless be bound by the Court's resolution of that claim and receive their pro-rata
28 share of the 25% of the PAGA Payment allocated to the PAGA Group Members.

1 44. Objection Procedures. To object to the Settlement Agreement, a Class Member
2 may not submit a Request for Exclusion and must mail a valid Notice of Objection to the
3 Settlement Administrator by the Response Deadline. The Settlement Administrator will notify
4 counsel for the Parties forthwith via email. Class Counsel will lodge the objection with the
5 Court. The Notice of Objection must be signed by the Class Member and contain all
6 information required by this Settlement Agreement. The postmark date of the mailing will be
7 deemed the exclusive means for determining that the Notice of Objection is timely. Class
8 Members who wish to object will have a right to appear at the Final Approval Hearing, with or
9 without counsel at his/her own expense, in order to have their objections heard by the Court. At
10 no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class
11 Members to submit written objections to the Settlement Agreement or appeal from the Final
12 Approval Order and Judgment.

13 45. Certification Reports Regarding Individual Settlement Payment Calculations.
14 The Settlement Administrator will provide Defendants' counsel and Class Counsel a weekly
15 report which certifies: (i) the number of Class Members who have submitted valid Request for
16 Exclusion and objections; and (ii) the number of any deficient Request for Exclusion. .
17 Additionally, the Settlement Administrator will provide to counsel for both Parties any updated
18 reports regarding the administration of the Settlement Agreement as needed or requested.

19 46. Timing of Distribution of Individual Settlement Payments. Within three (3)
20 calendar days of Defendants depositing the Gross Settlement Amount and employer's share of
21 payroll taxes, the Settlement Administrator will issue payments to (1) Participating Class
22 Members and PAGA Group Members; (2) Plaintiff; (3) Class Counsel; and payment to LWDA.
23 The Settlement Administrator will also issue a payment to itself for Court-approved services
24 performed in connection with the settlement.

25 47. Uncashed or Undeliverable Settlement Checks. Individual settlement checks
26 paid to Participating Class Members and PAGA Group Members will be valid for 180 days.
27 Participating Class Members and PAGA Group Members will have one hundred eighty (180)
28 calendar days from the date of issuance of the check to cash their check. For any check not

1 cashed after 180 calendar days, the Settlement Administrator will send the amount represented
2 by the check to the California State Controller Unclaimed Property, with the identity of the
3 Participating Class Member and PAGA Group Member to whom the funds belong, to be held
4 for the Participating Class Member and PAGA Group Member per California Unclaimed
5 Property Law, in the interest of justice. The money paid to the California State Controller
6 Unclaimed Property will remain the Participating Class Member and PAGA Group Member's
7 property. This will allow Participating Class Member and PAGA Group Member who did not
8 cash their checks to collect their Individual Settlement Amounts at any time in the future.
9 Therefore, there will be no unpaid residue or unclaimed or abandoned class member funds, and
10 the California Code of Civil Procedure section 384 shall not apply. The funds will be held by
11 the State until claimed by the employee and the uncashed check never ceases to be the
12 employee's property.

13 48. Certification of Completion. Upon completion of administration of the
14 Settlement, the Settlement Administrator will provide a written declaration under oath to certify
15 such completion to the Court and counsel for all Parties.

16 49. Treatment of Individual Settlement Payments. All Individual Settlement
17 Payments will be allocated as follows: 100% of each PAGA Group Member's pro-rata share of
18 the \$3,750 allocated for PAGA penalties shall be allocated as penalties; 20% of each
19 Participating Class Member's pro-rata share of the Net Settlement Amount will be allocated for
20 the settlement of wage claims; and the remaining 80% will be allocated to the settlement of
21 claims for interest and statutory penalties. The portion allocated to wages in each Individual
22 Settlement Payment will be reported on an IRS Form W-2 and the portion allocated to interest
23 and penalties will be reported on an IRS Form-1099 by the Settlement Administrator.

24 50. Administration of Taxes by the Settlement Administrator. The Settlement
25 Administrator will be responsible for issuing to Plaintiff, Participating Class Members, PAGA
26 Group Members, Class Counsel, and Defendants any W-2, 1099, or other tax forms as may be
27 required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement
28

1 Administrator will also be responsible for forwarding all payroll taxes and other legally
2 required withholdings, and related reporting, to the appropriate government authorities.

3 51. Defendants' Responsibility for Employer Taxes: For any portion of the Class
4 Members' Individual Settlement Payments that are designated as "wages" for purposes of tax
5 reporting, the employer's taxes, employer contributions of all federal, state, and local taxes
6 (including, but not limited to, FICA, FUTA, and SDI), will be paid by Defendants in addition to
7 the Gross Settlement Amount, via and with the Settlement Administrator's assistance.

8 52. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
9 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
10 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER
11 PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
12 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN
13 OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR
14 WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR
15 DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX
16 ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT
17 CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY
18 (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT
19 LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN
20 CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS
21 AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR
22 ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED
23 TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR
24 ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE
25 IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER
26 TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE
27 CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES
28 (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON

1 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR
2 TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION
3 CONTEMPLATED BY THIS AGREEMENT.

4 53. No Prior Assignments. The Parties and their counsel represent, covenant, and
5 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported
6 to assign, transfer, or encumber to any person or entity any portion of any liability, claim,
7 demand, action, cause of action or right released and discharged in this Settlement Agreement.

8 54. Release of Class Claims by Participating Class Members: Upon the date the
9 Court enters an order granting final approval of the settlement and Defendants fully fund the
10 Gross Settlement Amount and the employer's share of payroll taxes, Participating Class
11 Members, on behalf of themselves and their respective former and present representatives,
12 agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from
13 the Released Claims.

14 55. Release of PAGA Claims by PAGA Group Members: Upon the date the Court
15 enters an order granting final approval of the settlement and Defendants fully fund the Gross
16 Settlement Amount and the employer's share of payroll taxes, PAGA Group Members, on
17 behalf of themselves and their respective former and present representatives, agents, attorneys,
18 heirs, administrators, successors, and assigns, release Released Parties from the Released
19 PAGA Claims.

20 56. Release by Plaintiff. Upon the date the Court enters an order granting final
21 approval of the settlement and Defendants fully fund the Gross Settlement Amount and the
22 employer's share of payroll taxes, in addition to the claims being released by all Class
23 Members, Plaintiff will provide the following additional general release ("General Release"):
24 Plaintiff, on his own behalf and on behalf of his heirs, spouses, executors, administrators,
25 attorneys, agents and assigns, fully and finally releases the Released Parties from all claims,
26 demands, rights, liabilities and causes of action of every nature and description whatsoever,
27 known or unknown, asserted or that might have been asserted, whether in tort, contract, or for
28 violation of any state or federal statute, rule or regulation arising out of, relating to, or in

1 connection with any act or omission by or on the part of any of the Released Parties committed
2 or omitted prior to the execution of this Agreement. This General Release includes any
3 unknown claims Plaintiff does not know or suspect to exist in his favor at the time of this
4 General Release, which, if known by them, might have affected his settlement with, and release
5 of, the Released Parties or might have affected his decision not to object to this Settlement or
6 this Release. To the extent the foregoing releases are releases to which Section 1542 of the
7 California Civil Code or similar provisions of other applicable law may apply, Plaintiff
8 expressly waives any and all rights and benefits conferred upon them by the provisions of
9 Section 1542 of the California Civil Code or similar provisions of applicable law which are as
10 follows:

11 **A general release does not extend to claims that the creditor or releasing party does**
12 **not know or suspect to exist in his or her favor at the time of executing the release**
13 **and that, if known by him or her, would have materially affected his or her**
14 **settlement with the debtor or released party.**
15

16 The significance of this release and waiver of Civil Code Section 1542 has been explained to
17 Plaintiff by his counsel. Release by Plaintiff expressly excludes any claims for workers
18 compensation against Defendants.

19 57. Neutral Reference. Defendants agree that they will only provide a neutral
20 reference for Plaintiff should any prospective employers or anyone contact them regarding
21 Plaintiff's employment. Defendants shall only provide the dates of employment and Plaintiff's
22 last job title held with Defendants.

23 58. Nullification of Settlement Agreement. In the event that: (i) the Court does not
24 finally approve the Settlement as provided in this Settlement Agreement; or (ii) the Settlement
25 does not become final for any other reason, then this Settlement Agreement and any documents
26 generated to bring it into effect will be null and void. Any order or judgment entered by the
27 Court in furtherance of this Settlement Agreement will likewise be treated as void from the
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1 beginning. In such case, the Settlement shall not be used or be admissible in any subsequent
2 proceedings, either in this Action, this Court, or any other Court or forum.

3 59. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to
4 request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary
5 Approval Order for: (i) conditional certification of the Settlement Class for settlement purposes
6 only, (ii) preliminary approval of the proposed Settlement Agreement, and (iii) setting a date
7 for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will
8 provide for the Notice to be sent to all Class Members as specified in this Settlement
9 Agreement. In conjunction with the Preliminary Approval motion, Plaintiff will submit this
10 Settlement Agreement, which sets forth the terms of this Settlement and will include the
11 proposed Notice. Should the Court fail to enter a Preliminary Approval Order, the Parties will
12 cooperate in good faith and use their best efforts to correct whatever deficiencies the Court
13 identifies in order to obtain Preliminary Approval.

14 60. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of
15 the deadlines to fax or postmark Request for Exclusion or submit objections to the Settlement
16 Agreement, and with the Court's permission, a Final Approval/Settlement Fairness Hearing will
17 be conducted to determine the Final Approval of the Settlement Agreement along with the
18 amounts properly payable for (i) Individual Settlement Payments; (ii) the Class Counsel Fees
19 and Costs; (iii) the Class Representative Enhancement Payment; (iv) payment to LWDA for
20 PAGA penalties; and (v) all Settlement Administration Expenses. Class Counsel will be
21 responsible for drafting all documents necessary to obtain final approval. Class Counsel will
22 also be responsible for drafting the attorneys' fees and costs application to be heard at the Final
23 Approval/Settlement Fairness Hearing.

24 61. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by
25 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present a
26 proposed Judgment to the Court for its approval. Pursuant to California Rules of Court, Rule
27 3.771(b), the Settlement Administrator shall post on its website a copy of the Judgment for a
28 period of thirty days from the date the Court signs the Judgment. After entry of the Judgment,

1 the Court will have continuing jurisdiction solely for purposes of addressing: (i) the
2 interpretation and enforcement of the terms of the Settlement Agreement, (ii) settlement
3 administration matters, and (iii) such post- Judgment matters as may be appropriate under court
4 rules or as set forth in this Settlement Agreement.

5 62. Exhibits Incorporated by Reference. The terms of this Settlement Agreement
6 include the terms set forth in any attached Exhibits, which are incorporated by this reference as
7 though fully set forth in this Settlement Agreement. Any Exhibits to this Agreement are an
8 integral part of the Settlement.

9 63. Entire Agreement. This Settlement Agreement and any attached Exhibits
10 constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous
11 written or oral agreements may be deemed binding on the Parties. The Parties expressly
12 recognize California Civil Code Section 1625 and California Code of Civil Procedure Section
13 1856(a), which provide that a written agreement is to be construed according to its terms and
14 may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such
15 extrinsic oral or written representations or terms will modify, vary or contradict the terms of
16 this Agreement.

17 64. Amendment or Modification. This Settlement Agreement may be amended or
18 modified only by a written instrument signed by counsel for all Parties or their successors-in-
19 interest and subject to Court's approval.

20 65. Authorization to Enter Into Settlement Agreement. Counsel for all Parties
21 warrant and represent they are expressly authorized by the Parties whom they represent to
22 negotiate this Settlement Agreement and to take all appropriate action required or permitted to
23 be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to
24 execute any other documents required to effectuate the terms of this Settlement Agreement.
25 The Parties and their counsel will cooperate with each other and use their best efforts to effect
26 the implementation of the Settlement. If the Parties are unable to reach agreement on the form
27 or content of any document needed to implement the Settlement Agreement, or on any
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1 supplemental provisions that may become necessary to effectuate the terms of this Settlement
2 Agreement, the Parties may seek the assistance of the Court to resolve such disagreement.

3 66. Binding on Successors and Assigns. This Settlement Agreement will be binding
4 upon, and inure to the benefit of, the successors or assigns of the Parties to this Settlement
5 Agreement, as previously defined.

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

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

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

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

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

3 72. Enforcement Actions. In the event that one or more of the Parties institutes any
4 legal action or other proceeding against any other Party to enforce the provisions of this
5 Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement,
6 the successful Party will be entitled to recover from the unsuccessful Party reasonable
7 attorneys' fees and costs incurred in connection with any enforcement actions.

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

14 74. Representation By Counsel. The Parties acknowledge that they have been
15 represented by counsel throughout all negotiations that preceded the execution of this
16 Settlement Agreement, and that this Settlement Agreement has been executed with the consent
17 and advice of counsel.

18 75. All Terms Subject to Final Court Approval. All amounts and procedures
19 described in this Settlement Agreement will be subject to final Court approval.

20 76. Cooperation and Execution of Necessary Documents. All Parties will cooperate
21 in good faith and execute all documents to the extent reasonably necessary to effectuate the
22 terms of this Settlement Agreement.

23 77. Binding Agreement. The Parties warrant that they understand and have full
24 authority to enter into this Agreement, and further intend that this Agreement will be fully
25 enforceable and binding on all Parties and agree that it will be admissible and subject to
26 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality
27 provisions that otherwise might apply under federal or state law.

78. No Admission of Liability. Nothing contained in this Settlement Agreement shall be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. Each of the Parties has entered into this Settlement Agreement with the intention to avoid further disputes and litigation, and the attendant inconvenience and expense, and to fully and forever buy their respective peace. This Settlement Agreement shall be inadmissible in evidence in any action or proceeding, by any party, except an action or proceeding by one of the Parties to approve, interpret, or enforce the Settlement Agreement's terms.

79. Disputes. Any dispute between the Parties concerning the interpretation or implementation of this Settlement Agreement will be resolved by the Court. Prior to any such resort to the Court, counsel for the Parties will confer in good faith to resolve the dispute. If the Parties are unable to resolve the dispute themselves, the dispute will be submitted to Tripper Ortman, Esq. for mediation before being submitted to the Court, unless the Parties agree otherwise.

80. Applicable Law. All terms and conditions of this Stipulation and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law or choice of law principles.

SIGNATURES

READ CAREFULLY BEFORE SIGNING

Dated: 07/14/2025

PLAINTIFF

Antonio Arias

Antonio Arias

DEFENDANT

Dated: _____

Insituform Technologies, LLC

By:

Its:

- 23 -

78. No Admission of Liability. Nothing contained in this Settlement Agreement shall be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. Each of the Parties has entered into this Settlement Agreement with the intention to avoid further disputes and litigation, and the attendant inconvenience and expense, and to fully and forever buy their respective peace. This Settlement Agreement shall be inadmissible in evidence in any action or proceeding, by any party, except an action or proceeding by one of the Parties to approve, interpret, or enforce the Settlement Agreement's terms.

79. Disputes. Any dispute between the Parties concerning the interpretation or implementation of this Settlement Agreement will be resolved by the Court. Prior to any such resort to the Court, counsel for the Parties will confer in good faith to resolve the dispute. If the Parties are unable to resolve the dispute themselves, the dispute will be submitted to Tripper Ortman, Esq. for mediation before being submitted to the Court, unless the Parties agree otherwise.

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SIGNATURES

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: _____

Antonio Arias

DEFENDANT

Dated: 7/11/2025

Insituform Technologies, LLC

Daniel P. Schoenekase

By:

Its: SVP, General Counsel & Secretary

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DEFENDANT



Dated: 7/11/2025

Azuria Water Solutions, Inc., formerly known as
Aegion Corporation

Daniel P. Schoenekase

By:
Its: SVP, General Counsel & Secretary

APPROVED AS TO FORM

Dated: _____, 2025

THE NOURMAND LAW FIRM, APC

By: _____
Michael Nourmand, Esq.
James A. De Sario, Esq.

Attorneys for Plaintiff
ANTONIO ARIAS, on behalf of himself and
all others similarly situated

Dated: July 11, 2025

FORD & HARRISON LLP

By:  _____
Daniel B. Chammas, Esq.
Min K. Kim, Esq.

Attorneys for Defendants
INSITUFORM TECHNOLOGIES, LLC and
AZURIA WATER SOLUTIONS, INC.,
formerly known as AEGION
CORPORATION

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DEFENDANT

Dated: _____

Azuria Water Solutions, Inc., formerly known as
Aegion Corporation

By:
Its:

APPROVED AS TO FORM

Dated: July 14, 2025

THE NOURMAND LAW FIRM, APC

By: Michael Nourmand
Michael Nourmand, Esq.
James A. De Sario, Esq.

Attorneys for Plaintiff
ANTONIO ARIAS, on behalf of himself and
all others similarly situated

Dated: _____, 2025

FORD & HARRISON LLP

By: _____
Daniel B. Chammas, Esq.
Min K. Kim, Esq.

Attorneys for Defendants
INSITUFORM TECHNOLOGIES, LLC and
AZURIA WATER SOLUTIONS, INC.,
formerly known as AEGION
CORPORATION