

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”) is made and entered into by and between Plaintiffs Jossue Morentin (“Plaintiff Morentin”) and Keileon Hodge (“Plaintiff Hodge”) (together, “Plaintiffs” or “Class Representatives”), individually, and on behalf of all others similarly situated and on behalf of the State of California with respect to aggrieved employees, and Defendant Andros Engineering Corporation (“Defendant”) (collectively, Plaintiffs and Defendant are referred to as “Parties” and individually as “Party”).

This Settlement Agreement is subject to the approval of the Court, pursuant to California Rules of Court, Rule 3.769(c), (d), and (e), and is made for the sole purpose of attempting to consummate settlement of the Action (as defined below) on a class-wide basis subject to the following terms and conditions. As detailed below, in the event the Court does not enter an order granting final approval of the Settlement or the conditions precedent are not met for any reason, this Agreement is void and of no force or effect whatsoever.

This Settlement Agreement shall be binding on Plaintiffs, Settlement Class Members (as defined herein), the State of California as to the employment of PAGA Employees (as defined herein), and Defendant, subject to the terms and conditions hereof and the approval of the Court.

RECITALS

1. On March 21, 2025, Plaintiff Morentin filed a Class Action Complaint in the action entitled *Jossue Morentin v. Andros Engineering Corporation*, Kern County Superior Court Case No. BCV-25-101034 (“Action”), thereby commencing a putative class action against Defendant.

2. On April 25, 2025, Plaintiff Morentin filed a First Amended Class Action Complaint in the Action.

3. On July 29, 2025, Plaintiff Hodge provided written notice to the LWDA by online submission and to Defendant by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specific provisions of the California Labor Code alleged to have been violated by Defendant (“Hodge PAGA Letter”).

1 4. The Parties agree that Plaintiffs will file a Second Amended Class and Representative
2 Action Complaint (“Operative Complaint”) in the Action, which will, *inter alia*, add Plaintiff Hodge
3 as a named plaintiff, and add causes of action (1) for wages not being timely paid during employment
4 and (2) under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section
5 2698 *et seq.* (“PAGA”).

6 5. The Operative Complaint alleges ten (10) causes of action for violations of the
7 California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure to
8 provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant
9 rest periods and premium payments in lieu thereof, failure to timely pay wages during employment,
10 failure to provide compliant wage statements, failure to timely pay wages upon termination, and failure
11 to reimburse necessary business expenses, for violations of California Business & Professions Code
12 Section 17200, *et seq.* based on the aforementioned California Labor Code violations, and for civil
13 penalties under PAGA based on the aforementioned California Labor Code violations.

14 6. Defendant denies all material allegations set forth in the Action, denies any and all
15 liability for the causes of action alleged, disputes that any wages were unpaid, and has asserted
16 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,
17 Defendant desires to settle the disputed unpaid wages, fully and finally settle the Action, Released
18 Class Claims (as defined herein), and Released PAGA Claims (as defined herein). Defendant expressly
19 denies that these claims meet any of the prerequisites for class or representative treatment and agrees
20 to class certification solely for purposes of settlement.

21 7. Class Counsel diligently investigated the class and PAGA claims against Defendant,
22 including any and all applicable defenses and the applicable law. The investigation included, *inter*
23 *alia*, the exchange of information, data, and documents, and review of corporate policies and practices.
24 The Parties have engaged in sufficient informal discovery and investigation to assess the relative
25 merits of the claims and contentions of the Parties.

26 8. On December 8, 2025, the Parties participated in mediation with Tagore Subramaniam,
27 Esq. (the “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance
28 of the Mediator’s evaluations, the Parties reached the settlement that is memorialized herein. The

Parties' settlement discussions were conducted at arms' length, and the Settlement is the result of an informed and detailed analysis of Defendant's potential liability and exposure in relation to the costs and risks associated with continued litigation. Based on Class Counsel's investigation and evaluation, Class Counsel believes that the settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members, State of California, and PAGA Employees in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation and various defenses asserted by Defendant.

9. The Parties expressly acknowledge that this Settlement Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant. If for any reason this Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions. In such event, nothing in this Agreement shall be used or construed by or against any Party as a determination, admission, or concession of any issue of law or fact in the Action; and the Parties do not waive, and instead expressly reserve, their respective rights with respect to the prosecution and defense of the Action as if this Agreement never existed.

10. The Court has not granted class certification.

11. The Parties, Class Counsel, and Defendant's Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

12. The Agreement set forth herein intends to achieve the following: (1) an entry of an order approving the Settlement; (2) entry of judgment of the Action; (3) discharge of Released Parties from liability for any and all of the Released Class Claims and Released PAGA Claims; and (4) discharge of Defendant from liability for any and all claims arising out of the Action.

DEFINITIONS

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

a. "Attorneys' Fees and Costs" means attorneys' fees approved by the Court for

Class Counsel’s litigation and resolution of the Action and all actual costs and expenses incurred and to be incurred by Class Counsel in connection with the Action, as set forth in Paragraph 16.

b. “Class” or “Class Member(s)” 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.

c. “Class Counsel” means Jonathan M. Genish, Sage S. Stone, Alexandra Rose, Zachary T. Greshman, Lizeth Marin, and Debashish Bakshi of Blackstone Law, APC, who will seek to be appointed counsel for the Class.

d. “Class List” means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following information for each Class Member: (1) full name; (2) last known mailing address; (3) Social Security number; and (4) number of Workweeks and Pay Periods (or sufficient information for the Settlement Administrator to calculate and/or verify the number of such Workweeks and Pay Periods).

e. “Class Notice” means the Notice of Class Action Settlement, substantially in the form attached hereto as “**Exhibit A**,” to be mailed to Class Members in English with a Spanish translation, without material variation.

f. “Class Period” means the period from March 21, 2021 through February 6, 2026.

g. “Class Settlement” means the settlement and resolution of all Released Class Claims.

h. “Court” means the Superior Court of the State of California for the County of Kern.

i. “Defendant’s Counsel” means Vanessa Franco Chavez and Makala E. Reha of Klein DeNatale Goldner.

j. “Dispute” means a letter submitted by a Class Member disputing the number of Workweeks and/or Pay Periods which have been credited to them, which must: (a) contain the case name and number of the Action; (b) contain the Class Member’s full name, signature, address,

1 telephone number, and the last four (4) digits of the Class Member's Social Security number; (c)
2 clearly state that the Class Member disputes the number of Workweeks and/or Pay Periods credited to
3 the Class Member and what the Class Member contends is the correct number; and (d) be returned by
4 mail to the Settlement Administrator at the specified address, postmarked on or before the Response
5 Deadline.

6 k. "Effective Date" means the date by when both of the following have occurred:
7 (a) the Court enters the Final Approval Order and Judgment; and (b) the Final Approval Order and
8 Judgment is final. The Final Approval Order and Judgment is final upon the later of the following
9 events: (i) the sixty-first (61st) calendar day after the date of Final Approval, provided no appeal, writ,
10 or other appellate proceeding is initiated; (ii) the dismissal of any appeal, writ, or other appellate
11 proceeding opposing the Settlement with no right to pursue further remedies or relief; or (iii) if a timely
12 appeal is initiated by an objector, then the Effective Date will be the day after final resolution of that
13 appeal (including any requests for rehearing and/or petitions for certiorari), resulting in final judicial
14 approval of the Settlement. In the event there is a motion to set aside the judgment filed within fifteen
15 (15) calendar days after notice to Class Members pursuant to California Rules of Court, rule 3.771(b),
16 or a motion to intervene filed within sixty (60) calendar days after notice to Class Members pursuant
17 to California Rules of Court, rule 3.771(b) will be based on the later of the Court's ruling or order on
18 any such motion or entry of final order and judgment certifying the Class and approving this
19 Settlement. In this regard, it is the intention of the Parties that the Settlement shall not become
20 effective until the Court's order approving the Settlement is completely final and there is no further
21 recourse by an appellant or objector who seeks to contest the Settlement.

22 l. "Employer Taxes" means the employer's share of taxes and contributions in
23 connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendant
24 in addition to the Gross Settlement Amount.

25 m. "Enhancement Payment(s)" means the amounts to be paid to Plaintiffs, in
26 recognition of their effort and work in prosecuting the Action on behalf of Class Members and PAGA
27 Employees, and general release of claims, as set forth in Paragraph 17.
28

n. “Final Approval” means the determination by the Court that the Settlement is fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

o. “Final Approval Hearing” means the hearing at which the Court will consider and determine whether the Settlement should be granted Final Approval.

p. “Final Approval Order and Judgment” means the order granting final approval of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the Parties, and subject to approval by the Court.

q. “Gross Settlement Amount” means the amount of Four Hundred Fifty Thousand Dollars and Zero Cents (\$450,000.00) to be paid by Defendant in full satisfaction of the Action, Released Class Claims, and Released PAGA Claims, which includes all Attorneys’ Fees and Costs, Enhancement Payments, PAGA Amount, Settlement Administration Costs, and Net Settlement Amount to be paid to the Settlement Class Members. Defendant shall pay the Employer Taxes separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Payment will return to Defendant. The Gross Settlement Amount is subject to increase, as provided in Paragraph 20.

r. “Individual PAGA Payment” means the *pro rata* share of the PAGA Employee Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement, to be calculated in accordance with Paragraph 22.

s. “Individual Settlement Payment” means the net payment of each Settlement Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share, as provided in Paragraph 23.

t. “Individual Settlement Share” means the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated in accordance with Paragraph 21.

u. “LWDA Payment” means the amount of Fourteen Thousand Six Hundred Twenty-Five Dollars and Zero Cents (\$14,625.00), i.e., 65% of the PAGA Amount, that the Parties have agreed to pay to the LWDA under the PAGA Settlement, as set forth in Paragraph 18.

v. “Net Settlement Amount” means the portion of the Gross Settlement Amount that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount less the Court-approved Attorneys’ Fees and Costs, Enhancement Payments, PAGA Amount, and Settlement Administration Costs.

w. “Notice of Objection” means a Settlement Class Member’s written objection to the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the objector’s full name, signature, address, telephone number, and the last four (4) digits of the objector’s 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, postmarked on or before the Response Deadline.

x. “PAGA Amount” means the allocation of Twenty-Two Thousand Five Hundred Dollars and Zero Cents (\$22,500.00) from the Gross Settlement Amount for the PAGA Settlement. Sixty-five percent (65%) of the PAGA Amount, or \$14,625.00, will be paid to the LWDA (i.e., the LWDA Payment) and the remaining thirty-five percent (35%), or \$7,875.00, will be distributed to the PAGA Employees (i.e., the PAGA Employee Amount).

y. “PAGA Employee(s)” 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.

z. “PAGA Employee Amount” means the amount of Seven Thousand Eight Hundred Seventy-Five Dollars and Zero Cents (\$7,875.00), i.e., 35% of the PAGA Amount, to be distributed to PAGA Employees on a *pro rata* basis based on their Pay Periods.

aa. “PAGA Period” means the period from May 25, 2024 through February 6, 2026.

bb. “PAGA Settlement” means the settlement and resolution of all Released PAGA Claims.

cc. “Pay Periods” means the number of pay periods each PAGA Employee worked for Defendant as an hourly-paid and/or non-exempt employee in California during the PAGA Period.

dd. “Preliminary Approval” means the date on which the Court enters the Preliminary Approval Order.

ee. “Preliminary Approval Order” means the order granting preliminary approval of the Settlement and conditionally certifying the Class for the purposes thereof, in a form and content mutually agreed to by the Parties, and subject to approval by the Court.

ff. “Released Class Claims” means any and all claims which were alleged or which could have been reasonably alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, which shall specifically include, but are not limited to, claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay all wages owed during employment and upon termination, provide accurate wage statements, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, and California Business and Professions Code sections 17200, *et seq.*

gg. “Released PAGA Claims” means any and all claims arising from any of the factual allegations in the Hodge PAGA Letter and the Operative Complaint, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, which shall specifically include, but are not limited to, claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay all wages owed during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order.

hh. “Released Parties” means Defendant and its current, future, and former parent, joint venturers, and affiliated corporations and partnerships; their officers, directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, owners, managers, partners, customers, employees, agents, attorneys, assigns, and any other individuals, entities, successors,

1 assigns, or legal representatives who could be liable for any of the Released Class Claims and Released
2 PAGA Claims.

3 ii. “Request for Exclusion” means a letter submitted by a Class Member indicating
4 a request to be excluded from the Class Settlement, which must: (a) contain the case name and number
5 of the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and
6 last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class
7 Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the
8 Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

9 jj. “Response Deadline” means the deadline by which Class Members must submit
10 a Request for Exclusion, Notice of Objection, and/or Dispute, which shall be the date that is forty-five
11 (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator to
12 Class Members, unless the 45th day falls on a Sunday or Federal holiday, in which case the Response
13 Deadline will be extended to the next day on which the United States Postal service is open. The
14 Response Deadline may also be extended by express agreement between Class Counsel and
15 Defendant’s Counsel. In the event that a Class Notice is re-mailed to a Class Member, the Response
16 Deadline for that Class Member shall be extended fifteen (15) calendar days from the original
17 Response Deadline.

18 kk. “Settlement Administrator” means Apex Class Action LLC, or any other third-
19 party class action settlement administrator agreed to by the Parties and approved by the Court for
20 purposes of administering the Settlement. The Parties and their counsel each represent that they do
21 not have any financial interest in the Settlement Administrator or otherwise have a relationship with
22 the Settlement Administrator that could create a conflict of interest.

23 ll. “Settlement Administration Costs” means the costs payable from the Gross
24 Settlement Amount to the Settlement Administrator for administering the Settlement, as set forth in
25 Paragraph 19.

26 mm. “Settlement Class” or “Settlement Class Member(s)” means all Class Members
27 who do not submit a timely and valid Request for Exclusion.

28 nn. “Workweeks” means 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.

CLASS CERTIFICATION

14. For the purposes of this Settlement only, the Parties stipulate to the certification of the Class.

15. The Parties agree that certification for the purpose of settlement is not an admission that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for whatever reason, the Court not grant Final Approval, the Parties' stipulation to class certification as part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification would be inappropriate in a non-settlement context.

TERMS OF THE AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

16. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application or motion by Class Counsel for attorneys' fees in the amount up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$157,500.00 if the Gross Settlement Amount is \$450,000.00) and reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement of the Action, in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00), both of which will be paid from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred by Class Counsel in connection with the litigation of the Action, including without limitation all work performed and costs incurred to date, and all work to be performed and all costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs. Any portion of the requested Attorneys' Fees and Costs that is not awarded by the Court to Class Counsel shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

1 17. Enhancement Payments. Defendant agrees not to oppose or impede any application or
2 motion by Plaintiffs for Enhancement Payments in the amounts up to Seven Thousand Five Hundred
3 Dollars and Zero Cents (\$7,500.00) each to Plaintiffs (total, \$15,000.00). The Enhancement Payments,
4 which will be paid from the Gross Settlement Amount, subject to Court approval, will be in addition
5 to any other payments Plaintiffs are entitled to under the Settlement. Plaintiffs shall be solely and
6 legally responsible for correctly characterizing this compensation for tax purposes and for paying any
7 taxes on the amounts received. The Settlement Administrator shall issue an IRS Form 1099 to
8 Plaintiffs for the Enhancement Payments. Any portion of the requested Enhancement Payments that
9 is not awarded by the Court to Plaintiffs shall be reallocated to the Net Settlement Amount for the
10 benefit of the Settlement Class Members.

11 18. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of
12 Twenty-Two Thousand Five Hundred Dollars and Zero Cents (\$22,500.00) shall be allocated from
13 the Gross Settlement Amount toward penalties under the Private Attorneys General Act, California
14 Labor Code Section 2698, *et seq.* (i.e., the PAGA Amount), of which sixty-five percent (65%), or
15 \$14,625.00, will be paid to the LWDA (i.e., the LWDA Payment) and thirty-five percent (35%), or
16 \$7,875.00, will be distributed to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata*
17 basis, based on the total number of Pay Periods worked by each PAGA Employee during the PAGA
18 Period (i.e., the Individual PAGA Payments).

19 19. Settlement Administration Costs. The Settlement Administrator will be paid for the
20 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,
21 which is currently estimated not to exceed Six Thousand Nine Hundred Ninety Dollars and Zero Cents
22 (\$6,990.00). These costs, which will be paid from the Gross Settlement Amount, subject to Court
23 approval, will include, *inter alia*, translating the Class Notice to Spanish, printing, distributing, posting
24 the Class Notice on-line, and tracking Class Notices and other documents for the Settlement,
25 calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms
26 and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and
27 declarations, and other duties and responsibilities set forth herein to process the Settlement, and as
28 requested by the Parties. To the extent the actual Settlement Administrator's costs are greater than the

1 estimated amount stated herein, such excess amount will be deducted from the Gross Settlement
2 Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded
3 Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement
4 Administrator to undertake the required settlement administration duties shall be reallocated to the Net
5 Settlement Amount for the benefit of the Settlement Class Members.

6 20. Escalator Clause. Defendant has represented that the Class Members worked a total of
7 9,210 workweeks during the period March 21, 2021 through December 8, 2025. If it is determined by
8 the Settlement Administrator that the total number of Workweeks worked by the Class Members
9 during the Class Period actually exceeds 9,210 by more than 10% (i.e., if the Workweeks exceed
10 10,131), then the Gross Settlement Amount will be increased on a *pro rata* basis equal to the
11 percentage increase in the number of Workweeks worked by the Class Members above 10%. For
12 example, if the number of Workweeks increases by 11% to 10,224 Workweeks, then the Gross
13 Settlement Amount will increase by 1%.

14 21. Individual Settlement Share Calculations. Individual Settlement Shares will be
15 calculated and apportioned from the Net Settlement Amount based on the Class Members' number of
16 Workweeks, as follows:

17 a. After Preliminary Approval, the Settlement Administrator will divide the Net
18 Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek
19 Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value
20 to yield each Class Member's estimated Individual Settlement Share that the Class Member may be
21 entitled to receive under the Class Settlement.

22 b. After Final Approval, the Settlement Administrator will divide the final Net
23 Settlement Amount by the Workweeks of all Settlement Class Members to yield the "Final Workweek
24 Value," and multiply each Settlement Class Member's individual Workweeks by the Final Workweek
25 Value to yield each Settlement Class Member's final Individual Settlement Share.

26 22. Individual PAGA Payment Calculations. Individual PAGA Payments will be
27 calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees'
28 number of Pay Periods, as follows: The Settlement Administrator will divide the PAGA Employee

Amount, i.e., 35% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the “Pay Period Value,” and multiply each PAGA Employee’s individual Pay Periods by the Pay Period Value to yield each PAGA Employee’s Individual PAGA Payment.

23. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments. Each Individual Settlement Share will be allocated as follows: ten percent (10%) wages and ninety percent (90%) penalties, interest, and non-wage damages. The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement Administrator will withhold the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and withholdings). The Employer Taxes will be paid separately and in addition to the Gross Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

24. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiffs, Settlement Class Members, PAGA Employees, and Class Counsel any tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as may be required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement Administrator will also be responsible for calculating the Employer Taxes and forwarding all payroll taxes and other legally required withholdings to the appropriate government authorities.

25. Tax Liability. Plaintiffs, Class Counsel, Defendant, and Defendant’s Counsel do not intend anything contained in this Settlement Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiffs, Settlement Class Members, and PAGA Employees are not relying on any statement, representation, or calculation by Defendant, the Settlement Administrator, or Class Counsel in this regard. Plaintiffs, Settlement Class Members, and PAGA Employees understand and agree that Plaintiffs, Settlement Class Members, and PAGA Employees will be solely responsible for the payment of any taxes and penalties assessed on the payments described in this Settlement Agreement. Plaintiffs, Settlement Class

Members, and PAGA Employees should consult with their tax advisors concerning the tax consequences of any payment they receive under the Settlement.

26. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISORS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISOR’S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

27. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually are issued to the payee. It is expressly understood and agreed that payments made under this

Settlement shall not in any way entitle Plaintiffs, Settlement Class Members, or any PAGA Employee to additional compensation or benefits under any new or additional compensation or benefits, or any bonus, contest, or other compensation or benefit plan or agreement in place during the Class Period, nor will it entitle Plaintiffs, Settlement Class Members, or any PAGA Employee to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the Class Period).

28. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.

Plaintiffs will obtain a hearing date from the Court for Plaintiffs' motion for preliminary approval of the Settlement, which Class Counsel will be responsible for drafting, and submit this Settlement Agreement to the Court in support of said motion. Class Counsel will provide Defendant's Counsel a draft of the preliminary approval motion at least three (3) business days before filing it with the Court. Defendant agrees not to oppose the motion for preliminary approval of the Settlement consistent with this Settlement Agreement. By way of said motion, Plaintiffs will apply for the entry of the Preliminary Approval Order seeking the following:

- a. Conditionally certifying the Class for settlement purposes only;
- b. Granting Preliminary Approval of the Settlement;
- c. Preliminarily appointing Plaintiffs as the representatives of the Class;
- d. Preliminarily appointing Class Counsel as counsel for the Class;
- e. Approving as to form and content, the mutually-agreed upon and proposed Class Notice and directing its mailing by First Class U.S. Mail and posting on the Settlement Administrator's website pending the Final Approval Hearing;
- f. Approving the manner and method for Class Members to request exclusion from or object to the Class Settlement as contained herein and within the Class Notice; and
- g. Scheduling a Final Approval Hearing at which the Court will determine whether Final Approval of the Settlement should be granted.

29. Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(1)(2), Class Counsel shall notify the LWDA of the Settlement.

1 30. Delivery of Class List. Within fourteen (14) calendar days of Preliminary Approval,
2 Defendant will provide the Class List to the Settlement Administrator. To protect Class Members'
3 privacy rights, the Settlement Administrator must maintain the Class List in confidence, use the Class
4 List only for purposes of this Settlement and for no other purpose, and restrict access to the Class List
5 to Settlement Administrator employees who need access to the Class List to effect and perform under
6 this Agreement. The Settlement Administrator will not disclose or share any personal information of
7 the Class Members in the Class List with Class Counsel (i.e., names, addresses, and Social Security
8 numbers). Defendant has a continuing duty to immediately notify Class Counsel if it discovers that
9 the Class List omitted Class Member identifying information and to provide corrected or an updated
10 Class List to the Settlement Administrator as soon as reasonably feasible. Without any extension of
11 the deadline by which Defendant must send the Class List to the Settlement Administrator, the Parties
12 and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve
13 any issues related to missing or omitted Class List data. If the Settlement Administrator, Defendant,
14 Defendant's Counsel, or Class Counsel are contacted by or otherwise discovers any persons who
15 believe they should have been included in the Class List and should have received a Class Notice, the
16 Parties will expeditiously meet and confer in good faith, in an effort to agree on whether to include
17 them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same
18 rights as other Class Members, and the Settlement Administrator will send, via email or overnight
19 delivery, a Class Notice requiring them to exercise options under this Agreement not later than
20 fourteen (14) calendar days after receipt of the Class Notice, or the deadline dates in the Class Notice,
21 whichever are later.

22 31. Notice to Class Members.

23 a. Within ten (10) business days after receiving the Class List from Defendant, the
24 Settlement Administrator will perform a search based on the National Change of Address Database or
25 any other similar services available, such as provided by Experian, for information to update and
26 correct for any known or identifiable address changes, and will mail a Class Notice in English and
27 Spanish (in the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via
28 First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement

1 Administrator.

2 b. Any Class Notice returned to the Settlement Administrator as undeliverable on
3 or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding
4 address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on
5 the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly
6 attempt to determine the correct address using a skip-trace or other search, using the name, address,
7 and/or Social Security number of the Class Member, and perform a single re-mailing within five (5)
8 calendar days. If the Class List includes the phone number for any Class Member whose Class Notice
9 is deemed undeliverable, the Settlement Administrator will attempt to reach the Class Member by
10 telephone to verify his or her addresses.

11 c. The Settlement Administrator will establish and maintain and use an internet
12 website to post information of interest to Class Members. Upon the motion for preliminary approval
13 being granted, the Settlement Administrator shall post the Settlement Agreement, Class Notice, and
14 Preliminary Approval Order on the website pending Final Approval. Upon the Final Approval Order
15 and Judgment being granted, the Settlement Administrator shall post the Final Approval Order and
16 Judgment until the check void date. Additionally, the Settlement Administrator shall include the date,
17 time, and location for the Final Approval Hearing. The Settlement Administrator will also maintain
18 and monitor a toll-free telephone number to receive Class Member calls.

19 d. Compliance with the procedures described herein above shall constitute due and
20 sufficient notice to Class Members of the Settlement and shall satisfy the requirements of due process.
21 Nothing else shall be required of or done by the Parties, Class Counsel, or Defendant's Counsel to
22 provide notice of the Settlement.

23 32. Disputes Regarding Workweeks and/or Pay Periods. Class Members will have an
24 opportunity to dispute the number of Workweeks and/or Pay Periods which have been credited to
25 them, as reflected in their respective Class Notices, by submitting a timely and valid Dispute to the
26 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the
27 postmark on the return mailing envelope will be the exclusive means to determine whether a Dispute
28 has been timely submitted. Absent evidence rebutting the accuracy of Defendant's records and data

1 as they pertain to the number of Workweeks and/or Pay Periods to be credited to a disputing Class
2 Member, Defendant's records will be presumed to be correct and determinative of the dispute.
3 However, if a Class Member produces information and/or documents to the contrary, the Settlement
4 Administrator will evaluate the materials submitted by the Class Member and the Settlement
5 Administrator will resolve and determine the number of eligible Workweeks and/or Pay Periods that
6 the disputing Class Member should be credited with under the Settlement. The Settlement
7 Administrator's decision on such disputes will be final and non-appealable. The Settlement
8 Administrator will not disclose Class Member identifying information to Class Counsel.

9 33. Requesting Exclusion from the Class Settlement. Any Class Member wishing to be
10 excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the
11 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the
12 postmark on the return mailing envelope will be the exclusive means to determine whether a Request
13 for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class
14 Counsel and Defendant's Counsel the number of timely and valid Requests for Exclusion that are
15 submitted, and also identify the individuals who have submitted a timely and valid Request for
16 Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing.
17 The Settlement Administrator will provide to Defendant's Counsel a list containing the names and
18 other identifying information of Class Members who have submitted invalid Requests for Exclusion,
19 along with copies of all invalid or untimely Requests for Exclusion from the Settlement submitted,
20 but may provide Class Counsel with redacted versions of any invalid or untimely Requests for
21 Exclusion to protect the name and other identifying information from disclosure. At no time will any
22 of the Parties or their counsel seek to solicit or otherwise encourage Class Members to request
23 exclusion from the Class Settlement. Any Class Member who submits a Request for Exclusion is
24 prohibited from making any objection to the Class Settlement. Any Class Member who submits a
25 timely and valid Request for Exclusion will not be bound by the Class Settlement and will not be
26 issued an Individual Settlement Payment. Any Class Member who does not affirmatively request
27 exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion will be
28 bound by all of the terms of the Class Settlement, including and not limited to those pertaining to the

Released Class Claims, as well as any judgment that may be entered by the Court if it grants Final Approval to the Settlement. Notwithstanding the above, all PAGA Employees will be bound to the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

34. Objecting to the Class Settlement. To object to the Class Settlement, Settlement Class Members must submit a timely and complete Notice of Objection to the Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Notice of Objection has been timely submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's Counsel the number of Notices of Objection that are submitted (specifying which ones were timely and complete and which were not), and also attach them to a declaration that is to be filed with the Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to object to the Class Settlement or appeal from the Final Approval Order and Judgment. Settlement Class Members, individually or through counsel, may also present their objection orally at the Final Approval Hearing, regardless of whether they have submitted a Notice of Objection. Each Party retains the right to respond to any objection raised by a Settlement Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

35. Reports by the Settlement Administrator. The Settlement Administrator shall provide weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed Class Notices; (ii) the number of Class Members who have submitted Disputes; (iii) the number of Class Members who have submitted Requests for Exclusion; and (iv) the number of Settlement Class Members who have submitted Notices of Objection. Additionally, the Settlement Administrator will provide to counsel for the Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested, and immediately notify the Parties when it receives a request from an individual or any other entity regarding inclusion in the Class and/or Settlement or regarding a Dispute. Each Party retains the right to respond to any objection raised by a Settlement Class Member,

including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

36. Defendant's Right to Rescind. If 7.5% or more of the Class Members submit timely and valid Requests for Exclusion, Defendant may elect, but is not obligated, to rescind the Settlement Agreement. Defendant must exercise this right of rescission in writing that is provided to Class Counsel within seven (7) calendar days of the Settlement Administrator notifying the Parties of the number of Class Members who have submitted timely and valid Requests for Exclusion following the Response Deadline. If Defendant exercises this option, Defendant shall pay any costs of settlement administration owed to the Settlement Administrator incurred up to that date. The Parties agree that any Class Members for whom the Class Notice is deemed "undeliverable" by the Settlement Administrator are to be included as Settlement Class Members.

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

38. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final Approval of the Settlement should be granted, along with the amounts properly payable for: (a) Individual Settlement Shares; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys' Fees and Costs; (e) Enhancement Payments; and (f) Settlement Administration Costs. The Final Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Plaintiffs and Class Counsel will be responsible for drafting the motion seeking Final Approval of the Settlement. Class Counsel will provide Defendant's Counsel a draft of the final approval motion at least three (3) business days before filing it with the Court. By way of said motion, Plaintiffs will apply for the entry of the Final Approval Order and Judgment, which will provide for, in substantial part, the following:

a. Approval of the Settlement as fair, reasonable, and adequate, and directing consummation of its terms and provisions;

b. Certification of the Settlement Class;

- c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;
- d. Approval of the application for Enhancement Payments to Plaintiffs;
- e. Directing Defendant to fund all amounts due under the Settlement Agreement and ordered by the Court;
- f. Entering judgment in the Action, while maintaining continuing jurisdiction, in conformity with California Rules of Court 3.769 and the Settlement Agreement; and
- g. Directing the Settlement Administrator to post a copy of the Final Approval Order and Judgment on its website until the check void date.

39. Funding of the Gross Settlement Amount.

a. Defendant's Tax Information. Defendant shall provide all information necessary for the Settlement Administrator to calculate necessary payroll taxes including its official name, 8-digit state unemployment insurance tax ID number, and other information requested by the Settlement Administrator, no later than five (5) business days after the Effective Date.

b. Calculation of Employer Taxes. At least five (5) business days prior to Defendant's deadline for funding of the Gross Settlement Amount, the Settlement Administrator shall calculate the total Employer Taxes due on the wage portion of the Individual Settlement Shares and issue Defendant instructions and the amount of the Employer Taxes.

c. Defendant's Deadline to Fund. No later than five (5) business days after the Effective Date, Defendant will deposit the Gross Settlement Amount and Employer Taxes into a Qualified Settlement Fund ("QSF") within the meaning of Treasury Regulation Section 1.468B-1, *et seq.*, to be established by the Settlement Administrator.

40. Distribution of the Gross Settlement Amount. Within five (5) business days of the funding of the Gross Settlement Amount, the Settlement Administrator will issue the Individual Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees, LWDA Payment to the LWDA, Enhancement Payments to Plaintiffs, Attorneys' Fees and Costs to Class Counsel, and Settlement Administration Costs to itself. The Settlement Administrator shall also set aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholding, and timely forward these to the appropriate government authorities.

1 41. Settlement Checks. The Settlement Administrator will be responsible for undertaking
2 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way
3 of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the
4 PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the
5 Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA
6 Payment into one check if the intended recipient for both payments is one individual. Settlement Class
7 Members and PAGA Employees are not required to submit a claim to be issued an Individual
8 Settlement Payment and/or Individual PAGA Payment. The Settlement Administrator must conduct
9 an address search for all other Settlement Class Members and PAGA Employees whose checks are
10 returned undelivered without USPS forwarding address. Within seven (7) calendar days of receiving
11 a returned check, the Settlement Administrator must re-mail checks to the USPS forwarding address
12 provided or to an address ascertained through the address search. The Settlement Administrator need
13 not take further steps to deliver checks to Settlement Class Members and PAGA Employees whose re-
14 mailed checks are returned as undelivered. The Settlement Administrator shall promptly send a
15 replacement check to any Settlement Class Member and PAGA Employee whose original check was
16 lost or misplaced, requested by the Settlement Class Member or PAGA Employee prior to the void
17 date. Each Individual Settlement Payment and Individual PAGA Payment check will be valid and
18 negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and
19 thereafter, shall be canceled. Any funds associated with such canceled checks shall be distributed by
20 the Settlement Administrator to a Court-approved nonprofit organization or foundation consistent with
21 Code of Civil Procedure Section 384, subd. (b), Court Appointed Special Advocates of Kern County
22 (“Cy Pres Recipient”). The Parties, Class Counsel, and Defendant’s Counsel represent that they have
23 no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient. The Settlement
24 Administrator shall undertake amended and/or supplemental tax filings and reporting required under
25 applicable local, state, and federal tax laws that are necessitated due to the cancellation of any
26 Individual Settlement Payment and/or Individual PAGA Payment checks. Settlement Class Members
27 whose Individual Settlement Payment checks are canceled shall, nevertheless, be bound by the Class
28 Settlement, and PAGA Employees whose Individual PAGA Payment checks are canceled shall,

nevertheless, be bound by the PAGA Settlement.

42. Amended Judgment. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

43. Class Settlement Release. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs and all Settlement Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, dependents, administrators, devisees, legatees, executors, trustees, conservators, guardians, personal representatives, successors, and assigns, whether individual, class, representative, legal, equitable, direct or indirect, or any other type of any capacity, 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 will be deemed to have acknowledged and agreed that California Labor Code section 206.5 is not applicable to the Individual Settlement Payment. That section provides in pertinent part as follows:

“An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made.”

44. PAGA Settlement Release. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs, the State of California with respect to all PAGA Employees, and all PAGA Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, dependents, administrators, devisees, legatees, executors, trustees, conservators, guardians, personal representatives, successors, and assigns, whether individual, class, representative, legal, equitable, direct or indirect, or any other type of any capacity, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

45. Plaintiffs’ General Release. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs, individually and on their own behalf and their respective former and

1 present spouses, representatives, agents, attorneys, heirs, dependents, administrators, devisees,
2 legatees, executors, trustees, conservators, guardians, personal representatives, successors, and
3 assigns, whether individual, class, representative, legal, equitable, direct or indirect, or any other type
4 of any capacity, will be deemed to have fully, finally, and forever released, settled, compromised,
5 relinquished, and discharged the Released Parties from any and all claims, debts, liabilities, demands,
6 obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action of any kind or
7 nature whatsoever, known or unknown, suspected or unsuspected, asserted or unasserted, arising out
8 of, relating to, or resulting from their employment and/or separation of employment with Defendant,
9 which Plaintiffs, at any time up until the execution of the Settlement Agreement, had or claimed to
10 have or may have. It is agreed that this is a general release and is to be broadly construed as a release
11 of all claims, provided that, notwithstanding the foregoing, this Paragraph expressly does not include
12 a release of any claims that cannot be released hereunder by law. Any and all rights granted under
13 any state or federal law or regulation limiting the effect of the Settlement Agreement, including the
14 provisions of Section 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED.
15 Section 1542 of the California Civil Code reads as follows:

16 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR**
17 **OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**
18 **FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM**
19 **OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH**
20 **THE DEBTOR OR RELEASED PARTY.**

21 Plaintiffs specifically acknowledge that they are aware of and familiar with the provisions of
22 the above Civil Code section 1542. Plaintiffs may hereafter discover facts in addition to or different
23 from those which they now know or believe to be true with respect to the subject matter of all the
24 claims referenced herein, but agree that, upon the Effective Date and full funding of the Gross
25 Settlement Amount, Plaintiffs shall and hereby do fully, finally, and forever settle and release any and
26 all claims against the Released Parties, known or unknown, suspected or unsuspected, contingent or
27 non-contingent, that were asserted or could have been asserted upon any theory of law or equity
28

1 without regard to the subsequent discovery of existence of such different or additional facts, through
2 the date on which this Agreement is fully executed.

3 46. Final Approval Order and Judgment. The Parties shall provide the Settlement
4 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,
5 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for
6 until the check void date, which shall be sufficient notice of judgment to Class Members pursuant to
7 California Rules of Court, rule 3.771(b). No individualized notice of the Final Approval Order and
8 Judgment to the Class will be required.

9 47. Continued Jurisdiction. After entry of the judgment pursuant to the Settlement, the
10 Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and
11 Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the
12 interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters,
13 and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this
14 Settlement Agreement.

15 48. Effects of Termination or Rescission of Settlement. Termination or rescission of the
16 Settlement Agreement shall have the following effects:

17 a. The Settlement Agreement shall be void and shall have no force or effect, and
18 no Party shall be bound by any of its terms;

19 b. In the event the Settlement Agreement is terminated, Defendant shall have no
20 obligation to make any payments to any Party, Class Member, or attorney, except that the terminating
21 Party shall pay the Settlement Administrator for services rendered up to the date the Settlement
22 Administrator is notified that the Settlement has been terminated;

23 c. The Preliminary Approval Order and Final Approval Order and Judgment,
24 including any order certifying the Class, shall be vacated;

25 d. The Settlement Agreement and all negotiations, statements, and proceedings
26 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be
27 restored to their respective positions in the Action prior to the execution of the Settlement Agreement;

28 e. Neither this Settlement Agreement, nor any ancillary documents, actions,

1 statements, or filings in furtherance of the Settlement (including all matters associated with the
2 mediation) shall be admissible or offered into evidence in the Action or any other action for any
3 purpose whatsoever; and

4 f. Any documents generated to bring the Settlement into effect, will be null and
5 void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will
6 likewise be treated as void from the beginning.

7 49. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
8 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
9 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
10 of action or right herein released and discharged.

11 50. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set
12 forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein.
13 Any exhibits to this Settlement Agreement are an integral part of the Settlement.

14 51. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the
15 entirety of the Parties' agreement relating to the settlement and transaction completed thereby, and all
16 prior or contemporaneous agreements, understandings, representations, and statements, whether oral
17 or written and whether by a Party or such Party's legal counsel, are merged herein. No other prior or
18 contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties
19 expressly recognize California Civil Code Section 1625 and California Code of Civil Procedure
20 Section 1856(a), which provide that a written agreement is to be construed according to its terms and
21 may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic
22 oral or written representations or terms will modify, vary, or contradict the terms of this Settlement
23 Agreement.

24 52. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in
25 the Action (including with respect to California Code of Civil Procedure Section 583.310), except
26 such proceedings necessary to implement and complete this Settlement Agreement, pending the Final
27 Approval Hearing to be conducted by the Court.

28 53. Amendment or Modification. Prior to the filing of the motion for preliminary approval
of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement
except by written agreement signed by counsel for all Parties. After the filing of the motion for

1 preliminary approval of the Settlement, the Parties may not amend or modify any provision of this
2 Settlement Agreement except by written agreement signed by counsel for all the Parties and subject
3 to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not
4 constitute a waiver of any other provision.

5 54. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
6 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
7 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
8 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
9 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have
10 full authority to enter into this Settlement Agreement, and further intend that this Settlement
11 Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible
12 and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation
13 confidentiality provisions that otherwise might apply under state or federal law.

14 55. Signatories. It is agreed that because the members of the Class are so numerous, it is
15 impossible or impractical to have each Settlement Class Member or PAGA Employee execute this
16 Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the
17 Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement
18 as to the PAGA Employees, and the releases provided for by this Settlement Agreement shall have
19 the same force and effect as if this Settlement Agreement were executed by each Settlement Class
20 Member and PAGA Employee.

21 56. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
22 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

23 57. California Law Governs. All terms of this Settlement Agreement and attached exhibits
24 hereto will be governed by and interpreted according to the laws of the State of California.

25 58. Execution and Counterparts. This Settlement Agreement is subject only to the
26 execution of all Parties. However, this Settlement Agreement may be executed in one or more
27 counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned
28 copies of the signature page, will be deemed to be one and the same instrument.

1 59. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
2 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at
3 this Settlement after arm's length negotiations and in the context of adversarial litigation, taking into
4 account all relevant factors, present and potential. The Parties further acknowledge that they are each
5 represented by competent counsel and that they have had an opportunity to consult with their counsel
6 regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to
7 obtain approval of the Settlement, the Mediator may execute a declaration supporting the Settlement
8 and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to
9 discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

10 60. Invalidity of Any Provision. Before declaring any provision of this Settlement
11 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
12 possible consistent with applicable precedents so as to define all provisions of this Settlement
13 Agreement valid and enforceable.

14 61. Enforcement Action. In the event that one or more of the Parties institutes any legal
15 action or other proceeding against any other Party or Parties to enforce the provisions of this
16 Settlement Agreement or to declare rights and/or obligations under this Settlement, the successful
17 Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys'
18 fees and costs, including expert witness fees, in connection with any enforcement actions.

19 62. Plaintiffs' Cooperation. Plaintiffs agree to sign this Settlement Agreement and, by
20 signing this Settlement Agreement, are hereby bound by the terms herein and agree to fully cooperate
21 to implement the Settlement.

22 63. Non-Admission of Liability, Class Certification, or Representative Manageability. The
23 Parties enter into this Settlement Agreement to resolve the dispute that has arisen between them and
24 to avoid the burden, expense, and risk of continued litigation. In entering into this Settlement
25 Agreement, Defendant does not admit, and specifically denies, it has violated any federal, state, or
26 local law; violated any regulations or guidelines promulgated pursuant to any statute or any other
27 applicable laws, regulations, or legal requirements; breached any contract; violated or breached any
28 duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with

1 respect to its employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor
2 any of the negotiations connected with it, shall be construed as an admission or concession by
3 Defendant of any such violations or failures to comply with any applicable law. Except as necessary
4 in a proceeding to enforce the terms of this Settlement Agreement, this Settlement Agreement and its
5 terms and provisions shall not be offered or received as evidence in any action or proceeding to
6 establish any liability or admission on the part of Defendant or to establish the existence of any
7 condition constituting a violation of, or a non-compliance with, federal, state, local, or other applicable
8 law. The Parties agree that class certification and representative treatment is for purposes of this Settlement
9 only. If, for any reason the Court does grant Preliminary Approval, Final Approval, or enter the Final
10 Approval Order and Judgment, Defendant reserves the right to contest certification of any class for
11 any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff
12 reserves the right to move for class certification on any grounds available and to contest Defendant's
13 defenses. The Settlement and the Parties' willingness to settle the Action will have no bearing on, and
14 will not be admissible in connection with, any litigation (except for proceedings to enforce or
15 effectuate the Settlement Agreement).

16 64. Captions. The captions and paragraph numbers in this Settlement Agreement are
17 inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or
18 intent of the provisions of this Settlement Agreement.

19 65. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and
20 Defendant's Counsel separately agree that, until the motion for preliminary approval of the Settlement
21 is filed, they and each of them will not disclose, disseminate, or publicize, or cause or permit another
22 person to disclose, disseminate, or publicize, any of the terms of the Agreement directly or indirectly,
23 specifically or generally, to any person, corporation, association, government agency, or other entity
24 except: (1) to the Settlement Administrator and the Parties' attorneys, accountants, or spouses, all of
25 whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to
26 the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order
27 or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government
28 agency. This confidentiality clause extends to the Parties' use of social media people often use to

1 communicate during their daily lives, such as X (formerly Twitter), Facebook, blogs, Instagram, and
2 the like. Each Party agrees to immediately notify each other Party of any judicial or agency order,
3 inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defendant's
4 Counsel separately agree not to, directly or indirectly, initiate any conversation or other
5 communication, before the filing of the motion for preliminary approval, with any third party
6 regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the
7 matter was resolved," or words to that effect. This Paragraph does not restrict Class Counsel's
8 communications with Class Members in accordance with Class Counsel's ethical obligations owed to
9 Class Members. Nothing herein will restrict Plaintiff and Class Counsel to undertake any and all
10 disclosures required to be made to the LWDA in conformity with PAGA.

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

17 67. Representation By Counsel. The Parties acknowledge that they have been represented
18 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
19 that this Settlement Agreement has been executed with the consent and advice of counsel, and
20 reviewed in full.

21 68. All Terms Subject to Final Court Approval. All amounts and procedures described in
22 this Settlement Agreement herein will be subject to final Court approval.

23 69. Notices. All notices, demands, and other communications to be provided concerning
24 the Settlement Agreement shall be in writing and deemed to have been duly given as of the third
25 business day after mailing by First Class U.S. Mail, or the day sent by email or personal delivery,
26 addressed as follows:

27 To Plaintiffs and Class Counsel:

28 Jonathan M. Genish

jgenish@blackstonepc.com

Sage S. Stone

1 sstone@blackstonepc.com
 2 Alexandra Rose
 3 arose@blackstonepc.com
 4 Zachary T. Greshman
 5 zgreshman@blackstonepc.com
 6 Lizeth Marin
 7 lmarin@blackstonepc.com
 8 Debashish Bakshi
 9 dbakshi@blackstonepc.com
 10 **BLACKSTONE LAW, APC**
 11 8383 Wilshire Boulevard, Suite 745
 12 Beverly Hills, California 90211
 13 Tel: (310) 622-4278 / Fax: (855) 786-6356

9 To Defendant:
 10 Vanessa Franco Chavez
 11 vchavez@kleinlaw.com
 12 Makala Reha
 13 MReha@kleinlaw.com
 14 **KLEIN DENATALE GOLDNER**
 15 10000 Stockdale Highway, Suite 200
 16 Bakersfield, California 93311
 17 Tel: (661) 395-1000 / Fax (661) 326-0418

15 70. Cooperation and Execution of Necessary Documents. All Parties and their counsel will
 16 cooperate with each other in good faith and use their best efforts to implement the Settlement,
 17 including and not limited to, executing all documents to the extent reasonably necessary to effectuate
 18 the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or
 19 content of any document needed to implement the Settlement Agreement, or on any supplemental
 20 provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties
 21 may seek the assistance of the Mediator and then the Court to resolve such disagreement.

22 71. Use and Return of Class List. Information provided to Class Counsel pursuant to Cal.
 23 Evid. Code section 1152, and all copies and summaries of the Class List provided to Class Counsel
 24 by Defendant in connection with the mediation, other settlement negotiations, or in connection with
 25 the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not
 26 be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later
 27 than ninety (90) calendar days after the date when the Court discharges the Settlement Administrator's
 28 obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall

1 destroy, all paper and electronic versions of the Class List received from Defendant unless, prior to
2 the Court's discharge of the Settlement Administrator's obligation, Defendant makes a written request
3 to Class Counsel for the return, rather than the destruction, of the Class List.

4 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Joint
5 Stipulation of Class Action and PAGA Settlement between Plaintiffs and Defendant:

6 **IT IS SO AGREED.**

7 **PLAINTIFF JOSSUE MORENTIN**

8 *Jossue Hernandez*

9 Dated: 02/27/2026

Plaintiff Jossue Morentin

11 **PLAINTIFF KEILEON HODGE**

12 Dated: _____

Plaintiff Keileon Hodge

14 **DEFENDANT ANDROS ENGINEERING**
15 **CORPORATION**

16 Dated: _____

17 _____
18 Full Name: _____

19 Title: _____
20 On behalf of Defendant Andros Engineering
21 Corporation
22
23
24
25
26
27
28

1 destroy, all paper and electronic versions of the Class List received from Defendant unless, prior to
2 the Court's discharge of the Settlement Administrator's obligation, Defendant makes a written request
3 to Class Counsel for the return, rather than the destruction, of the Class List.

4 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Joint
5 Stipulation of Class Action and PAGA Settlement between Plaintiffs and Defendant:

6 **IT IS SO AGREED.**

7 **PLAINTIFF JOSSUE MORENTIN**

8
9 Dated: _____

Plaintiff Jossue Morentin

10 **PLAINTIFF KEILEON HODGE**

11
12 Dated: 02/27/2026

Keileon Hodge

Plaintiff Keileon Hodge

13
14 **DEFENDANT ANDROS ENGINEERING**
15 **CORPORATION**

16
17 Dated: _____

Full Name: _____

18
19 Title: _____
On behalf of Defendant Andros Engineering
20 Corporation

destroy, all paper and electronic versions of the Class List received from Defendant unless, prior to the Court’s discharge of the Settlement Administrator’s obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of the Class List.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiffs and Defendant:

IT IS SO AGREED.

PLAINTIFF JOSSUE MORENTIN

Dated: _____

Plaintiff Jossue Morentin

PLAINTIFF KEILEON HODGE

Dated: _____

Plaintiff Keileon Hodge

DEFENDANT ANDROS ENGINEERING CORPORATION

Dated: February 28, 2026

Signed by:


F02DF8B356C3187...

Full Name: BEN ANDROS

Title: PRESIDENT
On behalf of Defendant Andros Engineering Corporation

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

***Jossue Morentin and Keileon Hodge v. Andros Engineering Corporation* Superior Court of California for the County of Kern, Case No. BCV-25-101034**

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 Pay Periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiffs Jossue Morentin and Keileon Hodge (together, "Plaintiffs") and Defendant Andros Engineering Corporation ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the case entitled *Jossue Morentin and Keileon Hodge v. Andros Engineering Corporation*, Kern County Superior Court, Case No. BCV-25-101034 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" or "Class Member(s)" 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.

"Class Period" means the period from March 21, 2021 through February 6, 2026.

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

"PAGA Employee(s)" 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.

"PAGA Period" means the period from May 25, 2024 through February 6, 2026.

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

II. BACKGROUND OF THE ACTION

On March 21, 2025, Plaintiff Morentin commenced a putative class action lawsuit by filing a Class Action Complaint in the Action. On April 25, 2025, Plaintiff Morentin filed a First Amended Class Action Complaint in the Action. On July 29, 2025, Plaintiff Hodge 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 Hodge contends were violated ("PAGA Letter"). On [redacted], Plaintiffs filed a Second Amended Class and Representative Action Complaint ("Operative Complaint") in the Action.

Plaintiffs contend 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 of employment and associated waiting-time penalties, provide accurate wage statements, 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 the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* ("PAGA"). Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

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

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

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed [redacted] as the administrator of the Settlement (“Settlement Administrator”), Plaintiffs Jossue Morentin and Keileon Hodge as representatives of the Class (“Class Representatives”), and the following Plaintiffs’ attorneys as counsel for the Class (“Class Counsel”): The address for the Parties’ counsel are as follows:

Plaintiffs’ attorneys as counsel for the Class (“Class Counsel”):

Jonathan M. Genish
Sage S. Stone
Alexandra Rose
Zachary T. Gresham
Lizeth Marin
Debashish Bakshi
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

Counsel for Defendant’s:

Vanessa Franco Chavez
Makala E. Reha
Klein, DeNatale Goldner,
Cooper, Rosenlieb & Kimball, LLP
10000 Stockdale Highway, Suite 200
Bakersfield, California 93311
Tel: (661) 395-1000 / Fax: (661) 326-0418

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 Pay Periods 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 Plaintiffs, Class Members, or PAGA Employees. Plaintiffs 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 Four Hundred Fifty Thousand Dollars and Zero Cents (\$450,000.00) (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 thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$157,500.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) to Class Counsel; (2) Enhancement Payments in amounts not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) each to Plaintiffs (total, \$15,000.00) for their services in the Action; (3) the amount of Twenty-Two Thousand Five Hundred Dollars and Zero Cents (\$22,500.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”), of which the LWDA will be paid 65% (\$14,625.00) (“LWDA Payment”) and the remaining 35% (\$7,875.00) will be distributed to PAGA Employees (“PAGA Employee Amount”); and (4) Settlement Administration Costs in an amount not to exceed Six Thousand Nine Hundred and Ninety Dollars and Zero Cents (\$6,990.00) 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 ten percent (10%) as wages, which will be reported on an IRS Form W-2, and ninety percent (90%) 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 pay periods each PAGA Employee worked for Defendant as an hourly-paid and/or non-exempt employee in California during the PAGA Period (“Pay Periods”). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 35% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the “PAGA Pay Period Value,” and multiplied each PAGA Employee’s individual Pay Periods by the Pay Period 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 Pay Periods (if applicable) Based on Defendant’s Records

According to Defendant’s records:

- **From March 21, 2021 through February 6, 2026 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.**
- **From May 25, 2024 through February 6, 2026 (i.e., the PAGA Period), you are credited as having worked [REDACTED] Pay Periods.**

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator (“Dispute”). The Dispute must: (a) contain the case name and number of the Action (*Morentin and Hodge v. Andros Engineering Corporation*, Case No. BCV-25-101034); (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 Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

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

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

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [redacted]. 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 \$ [redacted] 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 Effective Date and full funding of the Gross Settlement Amount, Plaintiffs 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.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs, 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 which were alleged or which could have been reasonably alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, which shall specifically include, but are not limited to, claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay all wages during employment and upon termination, provide accurate wage statements, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, and California Business and Professions Code sections 17200, *et seq.*

“Released PAGA Claims” means any and all claims arising from any of the factual allegations in the PAGA Letter and the Operative Complaint, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, which 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 all wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order.

“Released Parties” means Defendant and its current, future, and former parents, joint ventures, and affiliated corporations and partnerships; their officers, directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, owners, managers, partners, customers, employees, agents, attorneys, assigns, and any other individuals, entities, successors, assigns or legal representatives who could be liable for any of the Released Class Claims and Released PAGA Claims.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$157,500.00) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$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 Plaintiffs, 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 Payments to Plaintiffs

Plaintiffs will seek the amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) each (total, \$15,000.00) ("Enhancement Payments"), in recognition of their services in connection with the Action. The Enhancement Payments will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiffs in addition to any other payments that they are entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Six Thousand Nine Hundred Ninety Dollars and Zero Cents (\$6,990.00) ("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 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 and if the Court grants final approval of the 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 and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

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

B. Request Exclusion from the Class Settlement

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

[Settlement Administrator]
[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Action (*Morentin and Hodge v. Andros Engineering Corporation*, Case No. BCV-25-101034); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before** [Response Deadline].

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

C. Object to the Class Settlement

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

The Notice of Objection must: (a) contain the case name and number of the Action (*Morentin and Hodge v. Andros Engineering Corporation*, Case No. BCV-25-101034); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

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

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Division H of the Kern County Superior Court, located at the Metropolitan Division Justice Building, 1215 Truxtun Avenue, Bakersfield, California, 93301, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys’ Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, 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.

You can find more information regarding appearing remotely online at:

<https://live-jcc-kern.pantheonsite.io/online-services/remote-hearings#metrojustice>

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 visiting 1215 Truxtun Avenue, Bakersfield, California 93301 during normal business hours, or by online by visiting the following website: <https://www.kern.courts.ca.gov/online-services/case-information-search>

You may also visit the Settlement Administrator’s website at **[redacted]** for key documents in the Action.

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

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: **[INSERT]**