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*Attorneys for Plaintiff JOSSUE MORENTIN,
individually, and on behalf of other similarly
situated employees, and KEILEON HODGE,
individually, and on behalf of other similarly
situated employees and aggrieved employees
pursuant to the California Private Attorneys General Act*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN**

JOSSUE MORENTIN, individually, and on
behalf of other similarly situated employees;
KEILEON HODGE, individually, and on
behalf of other similarly situated employees
and aggrieved employees pursuant to the
California Private Attorneys General Act,

Plaintiffs,

vs.

ANDROS ENGINEERING CORPORATION;
and DOES 1 through 25, inclusive,

Defendants.

Case No. BCV-25-101034

Honorable Bernard C. Barmann, Jr
Department H

**DECLARATION OF LIZETH MARIN IN
SUPPORT OF PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: April 17, 2026
Time: 8:30 a.m.
Dept.: H
Address: 1215 Truxton Ave.
Bakersfield, CA 93301

Complaint Filed: March 21, 2025
FAC Filed: April 25, 2025
SAC Filed: Anticipated
Trial Date: Not Set

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1. I am an attorney duly licensed to practice law in all Courts of the State of California. I am a member of Blackstone Law, APC (“Class Counsel”), attorneys of record for Plaintiffs Jossue Morentin (“Plaintiff Morentin”) and Keileon Hodge (“Plaintiff Hodge”) (together, “Plaintiffs”). I have personal knowledge of the facts contained herein, and, if called to testify, I could and would competently do so.

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3. Jonathan M. Genish is the founder of Blackstone Law, APC. He received his law degree from Benjamin N. Cardozo School of Law and was admitted to the California State Bar in 2008. During law school, he clerked at the litigation firm Oved & Oved, LLP and was published several times in various small publications. Upon graduation, he was rehired by Freedman & Taitelman, LLP as an associate and remained employed there from September 2008 through August 2015. During his tenure, he managed hundreds (perhaps thousands) of complex litigation cases, ranging from employment, corporate, entertainment, and general business litigation matters, though his primary area of expertise was employment, both single plaintiff and representative actions. On the vast majority of those cases, he was the only or primary attorney managing the case and thus obtained extensive experience. In that capacity, he conducted wage and hour and wrongful termination labor and employment intakes; was the primary contact for all clients; took and defended hundreds (if not thousands) of depositions; propounded and responded to all discovery; prepared and opposed all

1 motions and pleadings, including dispositive and certification motions; strategized on all cases;
2 attended all hearings; attended all mediations; coordinated with class action administrators; prepared
3 and worked with experts; first and second chaired multiple trials and arbitrations; and engaged in all
4 other intricate facets of litigation. During that time, he represented a wide range of clients from sole
5 proprietorships to Fortune 500 companies in state, federal, complex, and appellate courts. Many of
6 the cases he managed were highly publicized, with articles written about them in the Los Angeles
7 Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others. Super Lawyers has
8 regularly honored him as a Southern California Rising Star since 2012.

9 4. Sage S. Stone is a Senior Trial Attorney and Team Lead at Blackstone Law, APC. He
10 received his law degree from University of Texas School of Law and was admitted to the California
11 State Bar in 2015. Mr. Stone has ten years of litigation experience, including six years of experience
12 in wage and hour class and representative action work. Before working at Blackstone Law, APC, he
13 worked at a large, international employment defense firm, where he managed cases for Fortune 500
14 companies. Most recently, he earned the accolade of Best Lawyers: Ones to Watch in America for
15 Labor and Employment Law.

16 5. Zachary T. Gershman is a highly skilled litigator who joined Blackstone Law, APC
17 from a reputable plaintiff-side employment law firm. He has been certified as class counsel in over
18 twenty-five different class and PAGA representative actions. Mr. Gershman graduated from the
19 University of Southern California Gould School of Law in May of 2019, where he was an Executive
20 Senior Editor of the Southern California Law Review. He received his Bachelor of Arts degree in
21 Political Science from the University of Connecticut in 2015. Mr. Gershman has been admitted to the
22 California State Bar since December 2019.

23 6. Alexandra Rose joined Blackstone Law, APC from a highly reputable employment law
24 firm. She graduated from the University of California, Los Angeles with a Bachelor of Arts degree in
25 2016 and from New England Law | Boston with a Juris Doctor degree in 2019. She was admitted to
26 the State Bar of California in December of 2019 and the State Bars of New York and New Jersey in
27 2023. She is additionally licensed in all federal district courts of California. Ms. Rose has worked on
28 many wage and hour class action and PAGA representative matters, and her work has included, *inter*

1 *alia*, researching and drafting pleadings, administrative notice exhaustion, drafting, negotiating, and
2 finalizing stipulations and settlement agreements, engaging in motion practice, claims evaluation and
3 analysis, and making court appearances. She manages the post-settlement department at Blackstone
4 Law, APC. In that capacity, she oversees and handles over 100 wage-and-hour putative class actions
5 and/or representative actions under PAGA that are in settlement.

6 7. Debashish Bakshi is an Associate at Blackstone Law, APC where he litigates wage and
7 hour class action and PAGA representative matters. Before joining Blackstone Law, APC, Mr. Bakshi
8 litigated for six years at reputable plaintiff-side firms focusing on class action securities and antitrust
9 matters. In one of those cases, he was a member of the trial team that secured a rare jury verdict
10 holding a pharmaceutical corporation and its CEO accountable for federal securities fraud. He
11 graduated from the University of California College of the Law, San Francisco (formerly UC
12 Hastings), where he was a Staff Editor of Hastings Business Law Journal and a Senior Notes Editor
13 of Constitutional Law Quarterly. During law school, Mr. Bakshi externed in the United States District
14 Court for the Northern District of California for the Honorable Laurel Beeler, and in addition served
15 as a teaching assistant in legal writing and moot court courses. He earned his B.A. in Political Science
16 from Stanford University. Mr. Bakshi has been admitted to practice in California since December
17 2016.

18 8. I am an Associate at Blackstone Law, APC, where I focus on representing employees
19 in wage and hour class action and PAGA representative matters. I joined Blackstone Law, APC from
20 a highly reputable employment law firm. I graduated from the University of Oregon with a Bachelor
21 of Science degree in 2015 and from Lewis & Clark Law School (Lewis & Clark) with a Juris Doctor
22 degree in 2018. While at Lewis & Clark I served as an Associate Editor for the Environmental Law
23 Review. I was admitted to practice law in Oregon in 2018 and California in 2025. Since 2019, I have
24 focused my practice exclusively on employment law, representing clients in individual, class actions,
25 and PAGA matters.

26 9. Blackstone Law, APC has been counsel of record on several class action and PAGA
27 actions that have since been resolved, the most recent of which are attached hereto as **Exhibit 1**.
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Procedural History of the Action

10. 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 Andros Engineering Corporation (“Defendant”).

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

12. On July 29, 2025, Plaintiff Hodge provided written notice to the California Labor and Workforce Development Agency (“LWDA”) by online submission and to Defendant by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specified provisions of the California Labor Code alleged to have been violated by Defendant (“Hodge PAGA Letter”). A true and correct copy of the Hodge PAGA Letter is attached hereto as **Exhibit 2**.

13. On December 8, 2025, Plaintiffs and Defendant (collectively, the “Parties”) participated in a formal mediation conducted by Tagore Subramaniam, Esq. (“Mediator”), a neutral and respected mediator with extensive experience in complex wage and hour matters, and with the assistance of the Mediator’s evaluations, the Parties were able to reach an agreement to resolve this dispute on a class and representative basis. The Parties then worked diligently to negotiate and memorialize the terms in a long form settlement agreement.

14. On February 28, 2026, the Parties executed the Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”). A true and correct copy of the Settlement Agreement is attached hereto as **Exhibit 3**.

15. On March 3, 2026, the Parties filed a Joint Stipulation to File Second Amended Complaint; [Proposed] Order seeking leave for Plaintiffs to file a Second Amended Class and Representative Action Complaint (“Operative Complaint”) in the Action, which will add Plaintiff Hodge as a named plaintiff and causes of action for wages not timely paid during employment and under PAGA. The Operative Complaint alleges ten (10) causes of action for violations of the California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure to provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant

rest periods and premium payments in lieu thereof, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to timely pay wages upon termination, and failure to reimburse necessary business expenses, for violations of California Business & Professions Code Section 17200, *et seq.* based on the aforementioned California Labor Code violations, and for civil penalties under PAGA based on the aforementioned California Labor Code violations.

Summary of the Terms of the Settlement Agreement

16. For purposes of settlement only, the Parties have agreed that the Class shall be defined as “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” or “Class Member(s)”). The Class Period is defined as the period from March 21, 2021 through February 6, 2026. Based on information provided by Defendant, it is estimated that there are a total of One Hundred Thirty-Three (133) Class Members.

17. The Parties have agreed to settle the class and PAGA claims at issue in the Operative Complaint for a non-reversionary Gross Settlement Amount of Four Hundred Fifty Thousand Dollars and Zero Cents (\$450,000.00), exclusive of employer-side payroll taxes. The Gross Settlement Amount is a common fund and therefore includes all requested costs, fees, and other allocations. The Gross Settlement Amount includes: (1) Class Counsel’s fees in the amount of thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$157,500.00 if the Gross Settlement Amount is \$450,000.00); (2) Class Counsel’s actual litigation costs and expenses, not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00); (3) Settlement Administration Costs, not to exceed Six Thousand Nine Hundred Ninety Dollars and Zero Cents (\$6,990.00); (4) Enhancement Payments in the aggregate amount of Fifteen Thousand Dollars and Zero Cents (\$15,000.00); and (5) PAGA Amount in the amount of Twenty-Two Thousand Five Hundred Dollars and Zero Cents (\$22,500.00). After the above-estimated amounts are deducted from the Gross Settlement Amount, the Net Settlement Amount that will be available for Class Members is currently estimated to be Two Hundred Twenty-Three Thousand Ten Dollars and Zero Cents (\$223,010.00). Additionally, 35% of the PAGA Amount (“PAGA Employee Amount”), which is \$7,875.00 out of \$22,500.00, will be fully distributed to “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 Employee(s)”). The “PAGA Period” is defined as the period from May 25, 2024 through February 6, 2026.

18. The Net Settlement Amount will be distributed and paid to all Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class” or “Settlement Class Member(s)”) on a *pro rata* basis 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 *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive under the Class Settlement (“Individual Settlement Share”) will be calculated by the Settlement Administrator, in accordance with the Settlement Agreement.

19. The PAGA Employee Amount will be distributed and paid to all PAGA Employees on a *pro rata* basis 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 *pro rata* share of the PAGA Employee Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement (“Individual PAGA Payment”) will be calculated by the Settlement Administrator, in accordance with the Settlement Agreement.

20. Each Individual Settlement Share will be allocated as 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 net payment of their Individual Settlement Share (“Individual Settlement Payment”). The employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares will be paid by Defendant 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.

21. The Settlement Agreement is a non-reversionary and non-claims made settlement. The Net Settlement Amount will be fully distributed to Settlement Class Members and the PAGA Amount will be fully distributed to the LWDA and PAGA Employees, in accordance with the Settlement Agreement. No money will revert to Defendant.

22. Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds associated with such canceled checks shall be distributed by the Settlement Administrator to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384, subd. (b), Court Appointed Special Advocates of Kern County (“Cy Pres Recipient”). The Parties, Class Counsel, and Defendant’s Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient

The Settlement is Reasonable

Informed Arms-Length Negotiations

23. The Parties' settlement negotiations were at all times made at arm's-length and were adversarial. The Settlement was reached following a full day of mediation with a highly respected mediator with substantial experience mediating wage and hour cases, and Plaintiffs engaged in additional negotiations in order to finalize the long-form agreement presently before the Court.

24. The Parties engaged in extensive informal discovery prior to reaching a settlement. Prior to mediation, Defendant produced a random sampling of putative class members' time and pay data as well as Defendant's relevant wage and hour policies, and information regarding the total number of putative class members, the number of current versus former employees, the total workweeks worked by the putative class members, and the average rate of pay for the putative class members.

25. This allowed Class Counsel to conduct an informed assessment and analysis of the strengths and weaknesses of the claims and the potential class-wide damages.

26. Based on the information exchanged, the Parties extensively briefed issues regarding class certification and liability and provided their analyses to the Mediator who helped the Parties debate the strengths and weakness of their respective positions. At all times, Plaintiffs were willing

1 and prepared to litigate this matter through class certification and trial if the Parties had been unable
2 to reach a favorable resolution.

3 ***Estimate of Potential Value of Claims***

4 27. Class Counsel analyzed all available data and estimated Defendant's maximum
5 potential exposure for class claims to be approximately \$2,697,114, assuming the litigation was
6 successful at trial on all claims at issue and every employee had a violation for each claim on every
7 shift worked. This maximum potential analysis was then reduced based on the challenges facing the
8 likelihood of obtaining class certification, prevailing at trial, and other attendant risks. This estimate
9 is based off an estimated maximum liability for all claims at issue and the total aggregate workweeks
10 during the relevant time period, less interest, and based on the analysis of the data which was
11 extrapolated out for all putative class members up to the date of mediation, which included: \$268,285
12 for meal period violations (less meal period premiums paid); \$1,225,692 for rest period violations at
13 a 100% violation rate; \$252,468 for unpaid off-the-clock work for 1 hour per workweek of off-the-
14 clock work; \$111,686 for unpaid overtime wages at the required regular rate of pay; \$83,490 for
15 unreimbursed business expenses; \$565,843 for waiting time penalties; and \$189,650 for wage
16 statement penalties. Plaintiffs further estimated that Defendant faced an additional exposure of
17 \$153,500 in potential, non-stacked (i.e., one penalty, per employee, per pay period during the PAGA
18 statutory period) PAGA penalties. Together with the PAGA penalties, Defendant's maximum
19 potential exposure totaled \$2,850,614 in damages.

20 ***Specific Risks Considered***

21 28. Although the investigation and information discovered supports Plaintiffs' contentions,
22 Defendant raised potential defenses and other circumstances that impacted the risk of proceeding on
23 a class-wide basis. Consideration of these risks factored into the negotiations and the decision to enter
24 the Settlement.

25 29. Class Counsel is aware of Defendant's defenses and arguments and has also taken into
26 account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays
27 inherent in such litigation, including those involved in class and/or representative adjudication.
28 Plaintiffs further recognize the burdens of proof necessary to establish liability for the claims asserted

1 in the Action, Defendant's defenses, and the difficulties in establishing entitlement to monetary
2 recovery. Plaintiffs have also considered the Parties' settlement discussions, as well as the evaluations
3 of the Mediator, who is experienced and well-regarded in complex labor and employment matters.

4 30. Defendant denied and continues to deny any liability and wrongdoing of any kind
5 associated with the claims alleged in the Action, and further denies that class certification is
6 appropriate for any purpose other than the Settlement. Defendant believes that it would ultimately
7 prevail in the Action. Defendant proffered defenses to both certification and to the merits of Plaintiffs'
8 claims. Defendant contended that Plaintiffs' claims are not suitable for class certification because
9 individual issues would predominate should this case go to trial. As with all class actions, these
10 complex cases raise difficult management and proof issues and, accordingly, there is a significant risk
11 that the Court may deny class certification.

12 31. For example, Plaintiffs' meal period claims, which were based on Defendant's alleged
13 failure to provide lawful meal periods, have been increasingly difficult to certify in recent years.
14 Plaintiffs' theory of liability for meal period violations was based on allegations that Defendant had
15 failed to implement its policies and that its practices failed to allow Class Members to take meal breaks
16 in the manner required under California law. Defendant contended that its policies and practices at all
17 times during the Class Period were lawful. Indeed, Plaintiffs' analysis revealed only a 21.9% violation
18 rate for purported unique meal period violations after offsetting for meal period premiums paid.
19 Defendant further argued that the rate of purported meal period violations reflected in the data would
20 require individualized inquiry and that such inquiry would prohibit a class from being certified. We
21 also had to consider the risk that the Court would find validity in the individualized proof defense to
22 certification of Plaintiffs' meal period claim.

23 32. Additionally, a large portion of Defendant's overall liability lies in Plaintiffs' rest
24 period allegations. As with the meal period allegations, Defendant contended that it had a lawful
25 written rest period policy, provided compliant rest breaks, and relieved Class Members of all duties as
26 required under California law. Additionally, this claim was even more uncertain given the difficulties
27 associated with proving the alleged rest period violations, as Defendant was not required to record
28 these breaks. Given the lack of records demonstrating rest period violations, there were legitimate

1 concerns Plaintiffs would not be able to certify these claims or prove substantial damages with
2 requisite certainty, which made the estimated value of this claim subject to much challenge.

3 33. Plaintiffs also faced challenges certifying and proving liability for their minimum wage
4 and overtime claims. These claims were largely based on Defendant's unrecorded, off-the-clock work
5 performed by the Class Members both before and after their shifts and during purported meal periods.
6 For example, it was reported that Plaintiffs and Class Members would consistently work through their
7 lunches in order to finish up work and had to get into uniform prior to clocking in to work. However,
8 the individualized nature of why this work was performed and the individualized nature of damages
9 presented substantial concerns regarding the manageability of the case and the risk the Court could
10 find these issues prevented certification, and the estimated damages for this claim were based on an
11 assumption that all Class Members worked off the clock for at least one hour per week.

12 34. Plaintiffs also contended that Defendant failed to reimburse Plaintiffs and the other
13 Class Members for necessary business-related expenses, such as personal equipment in order to
14 perform their job duties and usage of personal cell phones for work-related purposes. Defendant
15 contended that it had a policy and practice of reimbursing employees for necessary business-related
16 expenses. Defendant further contended that, with respect to the alleged expenses for which Plaintiffs
17 and the other Class Members never requested reimbursement from Defendant, it did not know and had
18 no reason to know that alleged business-related expenses had been incurred. Defendant further
19 contended that the reasons for why a Class Member undertook certain expenses, while not others, and
20 failed to receive reimbursement for certain expenses while not others, would raise individual issues
21 that could not be certified.

22 35. There are also substantial risks associated with Plaintiffs' waiting time penalties and
23 wage statement claims. First, these claims were derivative of Plaintiffs' claims for unpaid meal period
24 premiums, unpaid rest period premiums, unpaid minimum wages, and unpaid overtime wages, and if
25 certification was denied on those underlying claims, these derivative claims for penalties would also
26 likely fail. Further, even if Plaintiffs prevailed on their underlying claims, they would still be required
27 to demonstrate that Defendant's violations of California Labor Code section 203 were *willful*
28 violations. Wage statement claims have also seen varying treatment at the appellate level because

1 such claims have an element of discretion attached to them rather than a pure calculation of damages
2 after liability is proven. Accordingly, these derivative claims, which comprised a substantial portion
3 of Defendant's estimated liability, were therefore uncertain.

4 36. Class Counsel also recognized that, even if Plaintiffs prevailed at class certification,
5 proving the amount of wages due to each Class Member would be an expensive, time-consuming, and
6 extremely uncertain proposition. In order to prove liability and damages, Class Counsel will need to
7 request and analyze thousands of pages of documents, obtain the Class Members' contact information,
8 contact them, and obtain declarations at great expense. Obtaining the cooperation of current
9 employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit against a
10 current employer. On the other hand, Defendant would likely be able to obtain the cooperation of its
11 employees. Moreover, even if Plaintiffs prevailed at class certification and trial, possible appeals
12 would substantially delay any recovery by the Class.

13 37. Class Counsel also separately contemplated the risks of proceeding with the PAGA
14 claims and potential liability Defendant could face from these claims as part of the global resolution.
15 Existing case law makes PAGA claims subject to the same defenses and risks as Plaintiffs' underlying
16 wage claims. Class Counsel also anticipated that even if successful on the merits at trial, the
17 imposition of cumulative civil penalties based on the alleged wage and hour violations could be
18 considered unjust, arbitrary and oppressive, or confiscatory, and that Defendant would argue that it
19 made a good faith attempt to comply with its legal obligations warranting a reduction in penalties.
20 Class Counsel also anticipated Defendant would argue that the violations per pay period were low,
21 warranting an additional reduction in civil penalties. Finally, we were also mindful of the fact that
22 PAGA is fundamentally not intended to be compensatory in nature but is instead intended to facilitate
23 enforcement of California's labor laws by financing state activities and educating and deterring non-
24 compliance.

25 38. Accordingly, after considering this multitude of factors, we concluded that it was in the
26 best interest of the State of California and the PAGA Employees to enter into the Settlement, and to
27 allocate Twenty-Two Thousand Five Hundred Dollars and Zero Cents (\$22,500.00) of the Gross
28 Settlement Amount towards the PAGA claims, which represents approximately 5% of the Gross

1 Settlement Amount. This percentage of the settlement is well-within the range of wage and hour
2 settlements regularly approved in both state and federal court for cases that include both a class and
3 PAGA action. Typically, such hybrid cases allocate only 1% of the gross settlement value to resolve
4 PAGA claims, and, indeed, settlements allocations as little as 0.22% of the gross settlement amount
5 have been approved as reasonable by courts. Moreover, the overall relief obtained by the Settlement
6 is significant, not only from a monetary perspective, but also because it fulfills the public policy
7 objectives of PAGA—to promote enforcement of California’s labor laws, provide funds to the state,
8 and deter future non-compliance by the employer.

9 39. Therefore, taking into account how each of the above risks potentially effected
10 Plaintiffs’ ability to first obtain class certification, and then prove the underlying violations, the
11 Court’s broad discretion in civil penalties, plus the cost and delay in recovering the alleged potential
12 damages, Class Counsel discounted Defendant’s estimated liability based on the challenges facing
13 their ability to succeed on class certification by 60% to \$1,140,246. The merits-based risk factors
14 further reduced Defendant’s estimated liability by an additional 60%. This resulted in an adjusted
15 estimated liability of \$456,098. In light thereof, the settlement amount of \$450,000 is a significant
16 settlement.

17 40. Class Counsel therefore submits that the Settlement is fair, reasonable, and adequate.
18 The Settlement is in the best interest of the Class Members, the PAGA Employees, and the State of
19 California and is within the accepted range of recoveries for this type of litigation given the inherent
20 risk of litigation, the risk of obtaining and maintaining class certification, and the costs of further
21 litigation.

22 ***Enhancement Payments***

23 41. As part of the Settlement Agreement, Plaintiffs are requesting reasonable Enhancement
24 Payments of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) each to Plaintiffs
25 (total, \$15,000.00). These Enhancement Payments are eminently reasonable given the time and effort
26 Plaintiffs spent on this case, and the benefit to the Class Members as a result of Plaintiffs’ actions.
27 Notice of the requested Enhancement Payments is disclosed to the Class Members in the Class Notice.
28

1 *Attorneys' Fees and Costs*

2 42. The attorneys' fees incurred by Class Counsel are in line with the common fund
3 requested. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees in an
4 amount of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$157,500.00 if the
5 Gross Settlement Amount is \$450,000.00) and actual litigation costs and expenses in an amount not
6 to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00), which will be paid out of the
7 Gross Settlement Amount, subject to approval by the Court. Class Counsel has borne all of the risks
8 and costs of litigation and will not receive any compensation until recovery is obtained.

9 43. The effectiveness of Blackstone Law, APC's prosecution of this matter has translated
10 into tangible monetary benefits as follows: (1) Class Members, the State of California, and PAGA
11 Employees will obtain monetary recovery over a relatively short period of time, as opposed to waiting
12 additional years for the same, or potentially worse, result; (2) a guaranteed result that compares
13 favorably with other similar class action settlements of this type, given the strengths and weaknesses
14 of the case; and (3) significant savings in Class Counsel's fees and/or costs that would have only
15 increased significantly had the case progress through certification, trial, and/or upon appeal.

16 44. Class Counsel has litigated this matter for over a year and was actively preparing this
17 matter for class certification and trial. The Motion for Final Approval will elaborate on the nature of
18 the legal services provided, the time incurred in performing those services, and Class Counsel's hourly
19 rates. The Motion for Final Approval will also elaborate on the reimbursement costs sought by Class
20 Counsel. Notice of the requested Attorneys' Fees and Costs is disclosed to the Class Members in the
21 Class Notice.

22 *Notice to the Class*

23 45. The Parties have agreed to retain Apex Class Action LLC ("Apex" or "Settlement
24 Administrator") to handle the notice and settlement administration process. The Parties respectfully
25 request that the Court appoint Apex to handle these procedures and to serve as the Settlement
26 Administrator. Defendant will provide Apex with the Class List and Apex will calculate each Class
27 Member's estimated Individual Settlement Share and each PAGA Employee's estimated Individual
28 PAGA Payment. Apex will also receive and process Requests for Exclusion, Notices of Objection,

1 and Disputes; will provide necessary reports and declarations; will calculate, subtract, and transmit
2 necessary taxes and withholdings with respect to the wages portion of the Individual Settlement
3 Shares; will prepare and submit informational and other tax filings and documents; will issue and
4 transmit all payments provided for by the Settlement, including, but not limited to, mailing Individual
5 Settlement Payment checks to the Settlement Class Members and Individual PAGA Payment checks
6 to the PAGA Employees; and perform any other usual and customary duties for administering a class
7 action settlement.

8 46. I am not aware of an alternative method of providing notice to the Class which would
9 result in a higher likelihood of actual notice. The original source of the mailing addresses is from each
10 Class Member, who provided the information to Defendant. As a fail-safe to this highly reliable
11 method, skip tracing will be performed, if necessary.

12 ***Notice of Settlement to the LWDA***

13 47. In accordance with California Labor Code section 2699(s)(2), on March 24, 2026, a
14 copy of the proposed Settlement was submitted to the LWDA via online submission through the
15 LWDA's website. A true and correct copy of the email from the LWDA confirming receipt is attached
16 hereto as **Exhibit 4**.

17 I declare under penalty of perjury under the laws of the State of California that the foregoing
18 is true and correct.

19 Executed on March 24, 2026, at Sandy, Oregon.

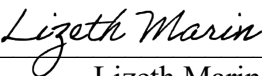
20 
21 Lizeth Marin

EXHIBIT 1

- *Mario Mendoza v. Mingei International, Inc.*, San Diego County Superior Court, Case No. 37-2024-00015385-CU-OE-CTL, approved as counsel in final settlement of wage and hour class action.
- *Vivian Huynh v. Technical Safety Services, LLC*, Alameda County Superior Court, Case No. 23CV053505, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Connor Brown v. Bi-Rite Management Services LLC, et al.*, San Francisco County Superior Court, Case No. CGC-24-611385, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Joshua Gilmore v. Golden Bolt, LLC*, Los Angeles County Superior Court, Case No. 24STCV11281, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tony Jones v. Saddle Creek Corporation dba Saddle Creek Logistics Services*, Orange County Superior Court Case No. 30-2024-01379065-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Armida Burton v. Mercury Mission Systems, LLC*, Los Angeles County Superior Court, Case No. 24STCV02628, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Triada Pallidou v. TJB Geary's, LLC dba Geary's Beverly Hills*, Los Angeles County Superior Court, Case No. 24STCV15627, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Joey Ruiz, et al. v. Southern Tire Mart, LLC*, Los Angeles County Superior Court, Case No. 24STCV12037, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action
- *Salomon Garcia, et al. v. Atlas Freight Forwarding, Inc.*, San Diego County Superior Court, Case No. 37-2022-00039724-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Chardriana Jean v. Woodruff-Sawyer & Co.*, Alameda County Superior Court, Case No. 24CV102594, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Stephanie Leon v. Fulgent Therapeutics, LLC, et al.*, Los Angeles County Superior Court, Case No. 24STCV14168, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Emma Romero v. Charles Abbott Associates, Inc.*, San Bernardino County Superior Court, Case No. CIVSB2322374, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Karen Hartstein v. Hyatt Corporation*, Los Angeles County Superior Court, Case No. 20STCV15895, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Michael Casas, et al. v. Encorr Sheets, LLC*, San Bernardino County Superior Court, Case No. CIVSB2319925, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Quincy O'Neal v. Included Health, Inc., formerly known as Grand Rounds Health, Inc.*, San Francisco County Superior Court, Case No. CGC-23-608391, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Javario Datrail Luna v. A-Check America, Inc., et al.*, Riverside County Superior Court, Case No. CVRI2306180, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Kevin Werner, et al. v. Greystar Management Services, LP, et al.*, Los Angeles County Superior Court, Case No. 23STCV08498, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jully Mullings v. Antelope Ambulance Service*, Los Angeles County Superior Court, Case No. 23STCV30241, approved as counsel in final settlement of wage and hour

class and PAGA action.

- *Maria Martina Aleman v. Holding Hands OPCO LLC dba Holding Hands, Inc.*, Los Angeles County Superior Court, Case No. 24STCV25240, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Jesus Herrera v. Reeve Store Equipment Company*, Los Angeles County Superior Court, Case No. 22STCV04239, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Vanessa Vazquez v. Cliffs Resort LLC*, San Luis Obispo County Superior Court, Case No. 24CV-0025, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Javier Hernandez, Jr. v. DGDG I, LLC, et al.*, Santa Clara County Superior Court, Case No. 23CV416770, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Juan Manuel Munoz v. MGA Entertainment, Inc.*, Los Angeles County Superior Court, Case No. 23STCV06386, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mayra Campos Molina, et al. v. Harbor Hotels, LLC*, Los Angeles County Superior Court, Case No. 23STCV10683, approved as counsel in final settlement of wage and hour class and PAGA action.
- *William Sykes, IV, et al. v. Wente Bros.*, Alameda County Superior Court, Case No. 23CV048758, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Padilla, et al. v. WEHO Hospitality Sunset, LLC*, Los Angeles County Superior Court, Case No. 23STCV01072, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Marvin Morales v. Skurka Aerospace, Inc.*, Los Angeles County Superior Court, Case No. 24STCV12893, approved as counsel in settlement of representative wage

and hour action pursuant to PAGA.

- *Tyler Krug, et al. v. EKC Enterprises, Inc.*, Kern County Superior Court, Case No. BCV-23-103975, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Joseph Amyot v. Silverthorn Resort, Inc.*, Shasta County Superior Court, Case No. 23CV-0203487, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Marissa Hartman v. Napa LP Hospitality Corporation*, Napa County Superior Court, Case No. 23CV00116, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Lesly Arreguin, et al. v. Intercare Therapy, Inc.*, Los Angeles County Superior Court, Case No. 23STCV27972, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alma Lopez, et al. v. Advanced Manufacturing and Development, Inc.*, Mendocino County Superior, Case No. 23CV000673, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Brittni Aghedo, et al. v. Villa Esperanza Services*, Los Angeles County Superior Court, Case No. 23STCV27362, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Robin Jennings v. Mizuho Orthopedic Systems, Inc. dba Mizuho OSI*, Alameda County Superior Court, Case No. 24CV070891, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Jonathan Martin v. Atlas Digital, LLC*, Los Angeles County Superior Court, Case No. 23STCV30498, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cynthia Molt v. Los Angeles Film School, LLC*, Los Angeles County Superior Court, Case No. 23STCV30757, approved as counsel in final settlement of wage and hour

class and PAGA action.

- *William Ramirez v. Employer Solutions Staffing Group LLC*, Los Angeles County Superior Court, Case No. 23STCV24735, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Anu Verma v. SingerLewak LLC*, Los Angeles County Superior Court, Case No. 24STCV11344, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Toby Lanzarin, et al. v. Building Material Distributors, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00330343-CU-OE-GDS, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Kassandra Herndon, et al. v. Agreeya Solutions, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0002783, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Damon Siler, et al. v. Call-The-Car dba Call the Car*, Los Angeles County Superior Court, Case No. 24STCV07514, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Daniel Ochoa-Lopez v. CorTech West Staffing, LLC, et al.*, Los Angeles County Superior Court, Case No. 23STCV19480, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Juan Escobedo v. Block Tops, Inc.*, Orange County Superior Court, Case No. 30-2023-01356309-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Antonio Quintero v. Weyerhaeuser NR Company*, Los Angeles County Superior Court, Case No. 23STCV02624, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cristo Hernandez v. Eldorado National (California), Inc.*, Riverside County Superior Court, Case No. CVRI2201056, approved as counsel, in association with

other counsel, in final settlement of wage and hour class and PAGA action.

- *Rigoberto Tecaliz v. National Restaurant Inc. dba Black Bear Diner*, San Diego County Superior Court, Case No. 37-2023-00046906-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cecilia Estrada v. The Roman Catholic Archbishop of Los Angeles*, Los Angeles County Superior Court, Case No. 24STCV07184, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Davis v. JAJ Roofing dba Citadel Roofing and Solar*, Sacramento County Superior Court, Case No. 23CV011004, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Aurelio Aguilar v. Supreme Car Wash, Inc.*, Los Angeles County Superior Court, Case No. 21STCV29696, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Aaron Coffey v. Catalina Channel Express, Inc.*, Los Angeles County Superior Court, Case No. 21STCV41396, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Djuana Shanella Hale, et al. v. Welbe Health, LLC, et al.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0006866, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mario Fosados v. Drew Chain Security Corp.*, Los Angeles County Superior Court, Case No. 24STCV00519, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jose Manuel Amaro Bernal v. Joseph Holt Plastering, Inc.*, Los Angeles County Superior Court, Case No. 24STCV15637, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Brandon Geston v. FRTO LLC, et al.*, Fresno County Superior Court, Case No. 24CECG01292, approved as counsel in in settlement of representative wage and

hour action pursuant to PAGA.

- *Alfonso Herrera v. W.L. Butler Construction, Inc., et al.*, Orange County Superior Court, Case No. 30-2023-01335445-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Marcos Ojendiz, et al. v. Jonathan Louis International*, Los Angeles County Superior Court, Case No. 21STCV35253, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Emmanuel Caldera v. Zeb's World Famous Boathouse Inc. dba Goat Hill Tavern*, Orange County Superior Court, Case No. 30-2023-01310801-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alex Javier Nakamoto v. Skydio, Inc.*, Alameda County Superior Court, Case No. 24CV062913, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jason McEntee v. Roche Molecular Systems, Inc.*, Alameda County Superior Court, Case No. 23CV041360, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexzander Roberts, et al. v. Lemonade Restaurant Group*, Los Angeles County Superior Court, Case No. 22STCV38302, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Halla Knotts v. Launch Technical Workforce Solutions, LLC*, San Bernardino County Superior Court, Case No. CIVSB2332568, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Armando Gastelum v. Premier Trailer Manufacturing, Inc.*, Tulare County Superior Court, Case No. VCU300333, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Tiffany Patterson v. Black Mountain Healthcare, LLC., d/b/a Seaport Home Health*

& Hospice, San Diego County Superior Court, Case No. 37-2023-00037563-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Angel Rodriguez v. American Textile Maintenance*, Los Angeles County Superior Court, Case No. 22STCV17855, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rita Ray v. Families Together of Orange County*, Orange County Superior Court, Case No. 30-2023-01324555-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Ly Hai v. Sunroad HS Auto, Inc.*, San Diego County Superior Court, Case No. 37-2022-00025788-CU-OE-CTL, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Anabel Perez v. Eureka Specialties, Inc.*, Los Angeles County Superior Court, Case No. 22STCV35940, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Galicia v. Virco, Inc., et al.*, Los Angeles County Superior Court, Case No. 23STCV29425, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Rene Umana v. Columbus Technologies*, Los Angeles County Superior Court, Case No. 22STCV16432, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Sitara Nayabkhil v. San Francisco SPCA (dba SFSPCA), a California 501(c)(3) non-profit organization*, San Francisco County Superior Court, Case No. CGC-23-609950, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Fernando Solis v. Tuff Shed, Inc.*, Los Angeles County Superior Court, Case No. 24VECV00368, approved as counsel in settlement of representative wage and hour

action pursuant to PAGA.

- *Tyler Emery v. Santa Cruz Bicycles, LLC*, Santa Cruz Superior Court, Case No. 24CV00244, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Odalys Montejo v. Team Nissan LLC*, Ventura County Superior Court, Case No. 2023CUOE017853, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Vanessa Cortes v. Giti Tire (USA) LTD*, San Bernardino County Superior Court, Case No. CIVSB2332578, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Travis Sanford v. Santa Cruz Seaside Company*, Santa Cruz County Superior Court, Case No. 23CV01762, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jered Ortega v. YMCA of San Diego County*, San Diego County Superior Court, Case No. 37-2023-00043645-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Corina Martinez v. Stagnaro Bros. Seafood, Inc.*, Santa Cruz County Superior Court, Case No. 24CV00082, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandra Jimenez v. ClearFreight, Inc.*, Los Angeles County Superior Court, Case No. 23STCV28938, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jazzmin Cortez v. Millard Mall Services, Inc.*, Riverside County Superior Court, Case No. CVRI2104010, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Christa Morton, et al. v. PSI Services, LLC*, Fresno County Superior Court, Case No. 24CECG00039, approved as counsel in settlement of representative wage and hour

action pursuant to PAGA.

- *Michael Bravo v. Michels Pacific Energy, Inc.*, Santa Clara County Superior Court, Case No. 22CV403427, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Rodriguez v. Republique, LLC*, Los Angeles County Superior Court, Case No. 23STCV14521, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Theresa Bendorf, et al. v. Sea World LLC, et al.*, San Diego County Superior Court, Case No. 37-2021-00034922-CU-OE-CTL, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Victor De La Cruz v. Northwest Pipe Company*, San Bernardino County Superior Court, Case No. CIVSB2211140, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Bobby Birdi v. Lucid USA, Inc.*, Alameda County Superior Court, Case No. 21CV003541, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Trujillo, et al. v. Producers Dairy Foods, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00313753, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *David Williams v. Rancho Nicasio, LLC*, Marin County Superior Court, Case No. CIV2203067, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Jackson v. Lifecare Assurance Company*, Los Angeles County Superior Court, Case No. 23STCV26579, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alexis Cardoza v. BHFC Operating LLC*, Los Angeles County Superior Court, Case

No. 21STCV34040, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Maria Ayala, et al. v. SDH Services West, LLC*, Kern County Superior Court, Case No. BCV-21-101933, approved as class counsel in final settlement of wage and hour class action.
- *Alfredo Sanchez v. Greenworld, Inc.*, Riverside County Superior Court, Case No. CVRI2105756, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Oscar Bryant v. Midwest Construction Services, Inc. dba Trillium*, San Bernardino County Superior Court, Case No. CIVSB2121529, approved as class counsel in final settlement of wage and hour class action.
- *Matthew Savattieri v. AMI Expeditionary Healthcare, LLC, et al.*, Los Angeles County Superior Court, Case No. 21STCV33372, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Lexy Barajas, et al. v. H. W. Hunter, Inc.*, Los Angeles County Superior Court, Case No. 22STCV01892, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandro Valdez v. C.H.I. Automart, Inc.*, Los Angeles County Superior Court, Case No. 21STCV40168, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sheizan Bawa v. Meathead Movers, Inc.*, Orange County Superior Court, Case No. 30-2021-01211895-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tanisha Lopez, et al. v. Restorix Health, Inc.*, Los Angeles County Superior Court, Case No. 21STCV33067, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Perla Soto, et al. v. Nippon Express U.S.A., Inc.*, Los Angeles County Superior Court,

Case No. 21STCV24902, approved as class counsel in final settlement of wage and hour class and PAGA action.

- *Angel Garcia, et al. v. J&B Investments, Inc., et al.*, San Bernardino County Superior Court, Case No. CIVSB2208601, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Sindy Aviles, et al. v. Freeway Insurance Services America, LLC*, Los Angeles County Superior Court, Case No. 21STCV34864, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Alexander Gnaedig, et al. v. Favorite Healthcare Staffing, Inc.*, Los Angeles County Superior Court, Case No. 21STCV20904, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Richard Evans v. My Paint Stop, LLC, et al.*, Contra Costa County Superior Court, Case No. MSC21-01812, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Parada George v. Main Electric Supply Company, LLC, et al.*, Orange County Superior Court, Case No. 30-2021-01220136-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Samia Salazar Yunis v. Sharif Jewelers*, Sacramento County Superior Court, Case No. 34-2020-00290080, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Analco v. Felix Chevrolet, LP, et al.*, Los Angeles County Superior Court, Case No. 21STCV36654, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sasha Aiono v. Benefit Cosmetics*, Los Angeles County Superior Court, Case No. 21STCV33719, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

EXHIBIT 2

July 29, 2025

PAGA Claim Notice Via Online Electronic Submission

California Labor & Workforce Development Agency

800 Capitol Mall, Suite 5000 (MIC-55)

Sacramento, CA 95814

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: *Keileon Hodge v. Andros Engineering Corporation*

To Whom It May Concern:

This office represents Keileon Hodge (“Claimant”) with respect to their claims under the California Labor Code against Andros Engineering Corporation (including all affiliates, subsidiaries, parents, directors, and officers) (collectively referred to herein as “Employers”). This letter is being sent simultaneously to Employers by certified mail.

Employers employed Keileon Hodge from approximately December 2023 to March 2025 as a non-exempt, hourly-paid employee. Keileon Hodge worked as a Welder for Employers and was based out of Employers’ facility located at 7120 Golden State Hwy, Bakersfield, CA 93308.

Claimant intends to bring a representative action seeking penalties for violations of the California Labor Code which are recoverable under the Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”). Claimant is seeking penalties on behalf of themselves and in a representative capacity on behalf of the State of California and all current and former hourly-paid and/or non-exempt employees who worked for Employers in the State of California during the relevant statutory period who suffered the violations alleged (“Aggrieved Employees”). This letter is being sent in compliance with California Labor Code section 2699.3 and shall serve as Claimant’s notice of the provisions of the California Labor Code alleged to have been violated, including the facts and theories in support thereof.

As detailed below, Employers violated several of California’s wage and hour laws during Claimant’s employment, including but not limited to California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the applicable Industrial Welfare Commission Wage Order (“IWC Wage Order”). Employers’ conduct giving rise to the violations detailed below was malicious, fraudulent, and/or oppressive within the meaning of PAGA.

The claims made on behalf of Claimant and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employers engaged in numerous unlawful practices which resulted in the failure to pay Claimant and other Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and the applicable IWC Wage Order require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and the applicable IWC Wage Order further require employers to pay no less than one and one-half times an employee's regular rate of pay for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice an employee's regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

Throughout the relevant time, Employers regularly required Claimant and other Aggrieved Employees to perform work off-the-clock. Employers failed to compensate Claimant and other Aggrieved Employees for any of this off-the-clock work, in violation of California law.

This uncompensated work often resulted in the total number of hours worked by Claimant and other Aggrieved Employees exceeding the daily and/or weekly triggers for overtime wages, yet Employers failed to pay Claimant and Aggrieved Employees applicable overtime rate(s) for these hours.

Employers also failed to accurately record the actual time worked by Claimant and Aggrieved Employees.

Employers also failed to pay overtime to Claimant and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration, including non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay.

As a result of the foregoing practices, Employers failed to pay Claimant and other Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the applicable IWC Wage Orders;

penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; injunctive relief; and attorneys' fees and costs.

2. MEAL BREAK VIOLATIONS

California law requires employers to provide employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7 & 512(a). Employers must provide a second meal period of no less than thirty (30) minutes before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. *Id.* For each day that an employer fails to provide compliant meal period(s), the employer must pay the employee a meal penalty equal to one hour of pay at the employee's regular rate of compensation. *Id.*

During the relevant time period, Employers failed to provide Claimant and other Aggrieved Employees with legally compliant 30-minute meal periods. Claimant and other Aggrieved Employees were required by Employers to work more than five (5) hours per day but were not provided with uninterrupted 30-minute meal periods. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employers regularly required Claimant and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. Meal breaks, when provided, were oftentimes interrupted and/or cut short.

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded their own purported meal period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during meal periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for each day a compliant meal period was not provided to them in compliance with California law.

Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 226.7, 512(a) and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558 and 1199; injunctive relief; and attorneys' fees and costs.

3. REST BREAK VIOLATIONS

California law requires employers to authorize and permit employees to take an uninterrupted rest period of no less than ten (10) minutes for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. For each day that an employer fails to authorize and permit a compliant rest period, the employer owes the employee one hour of pay at the employee's regular rate of compensation. Cal. Lab. Code § 226.7(c).

Employers failed to authorize and permit Claimant and other Aggrieved Employees to take compliant 10-minute rest periods. Employers required Claimant and other Aggrieved Employees to work through rest periods. Claimant and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short or supervisors or managers required Claimant and other Aggrieved Employees to work through their breaks. Moreover, Claimant and other Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests

at all times, including during rest periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for each day a rest period was not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 226.7 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the applicable IWC Wage Orders; Labor Code sections 558 and 1199 penalties; injunctive relief; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Employers willfully and intentionally failed to timely pay all wages earned because Claimant and other Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. In addition, as an independent violation, Employers often paid Claimant and other Aggrieved Employees' wages 3-4 days late. Accordingly, Employers violated California Labor Code section 204(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; injunctive relief; and attorneys' fees and costs.

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

California Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for

which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer.

As a result of the practices described above, the wage statements provided to Claimant and other Aggrieved Employees failed to include the actual hours worked (including time spent working off-the-clock), the actual gross wages earned (including wages owed for time spent working off the clock and meal and rest period premiums), and the correct rates of pay. Employers' failure to provide accurate itemized wage statements was knowing and intentional. Accordingly, Employers violated California Labor Code section 226(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; injunctive relief; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. During the relevant time period, Employers have failed to maintain accurate records relating to Claimant and other Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 1198.5 and 1174(d).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; California Labor Code section 1174.5 penalties; injunctive relief; and attorneys' fees and costs.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. The applicable IWC Wage Order requires employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimant and Aggrieved Employees incurred necessary business-related expenses and costs, including use of personal cell phones for business purposes, that were not fully reimbursed by Employers.

Accordingly, Employers violated the applicable IWC Order and California Labor Code

sections 2800 and 2802. Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; injunctive relief; and attorneys' fees and costs.

8. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

During the relevant time period, upon the termination of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Employers failed to pay all wages due to their employees within twenty-four (24) hours of termination or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employers' practices of requiring Claimant and Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employers failed to pay Claimant and Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employers also failed to pay Claimant and Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages. Accordingly, Employers violated California Labor Code sections 201 and 202.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203 and 1199; and attorneys' fees and costs.

9. CONCLUSION

Claimant hereby provides notice to the LWDA under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, *et seq.*, and specifically asks for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that Claimant may allege a cause of action under PAGA against Employers for the violations discussed in this letter.

This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, *et seq.*, by seeking redress in court. Cal. Lab. Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Cal. Lab. Code



8383 Wilshire Blvd., Suite 745
Beverly Hills, CA 90211
Phone: (310) 622-4278
Fax: (855) 786-6356

§ 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Cal. Lab. Code § 2699.3(a)(2)(A). It is Claimant's intention to file a civil complaint and to bring the appropriate claims under California Labor Code § 2699 on behalf of themselves, the State of California and all Aggrieved Employees should your office not address Employers' alleged violations within this timeframe.

If you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your attention to this matter.

BLACKSTONE LAW

Sage Stone
Sage S. Stone, Esq.

cc: By U.S. Certified Mail, Return Receipt Requested

Andros Engineering Corporation
Agent for Service, Matthew Andros
9760 Maria
Santa Margarita, CA 93453

Andros Engineering Corporation
4285 Secondwind Way
Paso Robles, CA 93446

EXHIBIT 3

1 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

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

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

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

18 **RECITALS**

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

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

24 3. On July 29, 2025, Plaintiff Hodge provided written notice to the LWDA by online
25 submission and to Defendant by U.S. Certified Mail, pursuant to California Labor Code Section
26 2699.3, of the specific provisions of the California Labor Code alleged to have been violated by
27 Defendant (“Hodge PAGA Letter”).
28

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

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

3 b. “Class” or “Class Member(s)” means all current and former hourly-paid and/or
4 non-exempt employees who worked for Defendant in the State of California at any time during the
5 Class Period.

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

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

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

18 f. “Class Period” means the period from March 21, 2021 through February 6,
19 2026.

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

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

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

26 j. “Dispute” means a letter submitted by a Class Member disputing the number of
27 Workweeks and/or Pay Periods which have been credited to them, which must: (a) contain the case
28 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.

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

5 w. “Notice of Objection” means a Settlement Class Member’s written objection to
6 the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the
7 objector’s full name, signature, address, telephone number, and the last four (4) digits of the objector’s
8 Social Security number; (c) contain a written statement of all grounds for the objection accompanied
9 by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents
10 upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the
11 specified address, postmarked on or before the Response Deadline.

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

17 y. “PAGA Employee(s)” means all current and former hourly-paid and/or non-
18 exempt employees who worked for Defendant in the State of California at any time during the PAGA
19 Period.

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

23 aa. “PAGA Period” means the period from May 25, 2024 through February 6,
24 2026.

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

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

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

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

6 ff. “Released Class Claims” means any and all claims which were alleged or which
7 could have been reasonably alleged based on the factual allegations in the Operative Complaint,
8 arising during the Class Period, which shall specifically include, but are not limited to, claims for
9 Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest
10 periods and associated premium payments, timely pay all wages owed during employment and upon
11 termination, provide accurate wage statements, and reimburse necessary business-related expenses in
12 violation of California Labor Code Sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1174, 1194,
13 1194.2, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage
14 Order, and California Business and Professions Code sections 17200, *et seq.*

15 gg. “Released PAGA Claims” means any and all claims arising from any of the
16 factual allegations in the Hodge PAGA Letter and the Operative Complaint, arising during the PAGA
17 Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code
18 Sections 2698 *et seq.*, which shall specifically include, but are not limited to, claims for Defendant’s
19 alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and
20 associated premium payments, timely pay all wages owed during employment and upon termination,
21 provide compliant wage statements, maintain complete and accurate payroll records, and reimburse
22 necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203,
23 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5,
24 1199, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order.

25 hh. “Released Parties” means Defendant and its current, future, and former parent,
26 joint venturers, and affiliated corporations and partnerships; their officers, directors, members,
27 insurers, shareholders, subsidiaries, affiliates, predecessors, successors, owners, managers, partners,
28 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

1 Defendant as an hourly-paid and/or non-exempt employee in California during the Class Period.

2 **CLASS CERTIFICATION**

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

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

11 **TERMS OF THE AGREEMENT**

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

14 16. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application
15 or motion by Class Counsel for attorneys' fees in the amount up to thirty-five percent (35%) of the
16 Gross Settlement Amount (i.e., \$157,500.00 if the Gross Settlement Amount is \$450,000.00) and
17 reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement
18 of the Action, in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00),
19 both of which will be paid from the Gross Settlement Amount. These amounts will cover any and all
20 work performed and any and all costs incurred by Class Counsel in connection with the litigation of
21 the Action, including without limitation all work performed and costs incurred to date, and all work
22 to be performed and all costs to be incurred in connection with obtaining the Court's approval of this
23 Settlement Agreement, including any objections raised and any appeals necessitated by those
24 objections. Class Counsel shall be solely and legally responsible for correctly characterizing this
25 compensation for tax purposes and for paying any taxes on the amounts received. The Settlement
26 Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs. Any
27 portion of the requested Attorneys' Fees and Costs that is not awarded by the Court to Class Counsel
28 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

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

33. Requesting Exclusion from the Class Settlement. Any Class Member wishing to be excluded from the Class Settlement must submit a timely and valid Request for Exclusion 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 Request for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's Counsel the number of timely and valid Requests for Exclusion that are submitted, and also identify the individuals who have submitted a timely and valid Request for Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing. The Settlement Administrator will provide to Defendant's Counsel a list containing the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion, along with copies of all invalid or untimely Requests for Exclusion from the Settlement submitted, but may provide Class Counsel with redacted versions of any invalid or untimely Requests for Exclusion to protect the name and other identifying information from disclosure. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to request exclusion from the Class Settlement. Any Class Member who submits a Request for Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion will be 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;

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

9 39. Funding of the Gross Settlement Amount.

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

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

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

22 40. Distribution of the Gross Settlement Amount. Within five (5) business days of the
23 funding of the Gross Settlement Amount, the Settlement Administrator will issue the Individual
24 Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees,
25 LWDA Payment to the LWDA, Enhancement Payments to Plaintiffs, Attorneys' Fees and Costs to
26 Class Counsel, and Settlement Administration Costs to itself. The Settlement Administrator shall also
27 set aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholding, and
28 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 cancelation 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

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

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

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

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

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

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

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

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

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:
Jonathan M. Genish
28 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]**

EXHIBIT 4



Thank you for your Proposed Settlement Submission

Desde no-reply@formassembly.com <no-reply@formassembly.com>

Fecha Mar 24/03/2026 12:36

Para Lorena Bautista <lbautista@blackstonepc.com>

[External Email].

03/24/2026 10:36:10 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 03/24/2026 10:36:10 AM your Proposed Settlement was successfully processed for case number LWDA-CM-1115101-25

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: [http://labor.ca.gov/Private Attorneys General Act.htm](http://labor.ca.gov/Private_Attorneys_General_Act.htm)