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Attorneys for Erik Rodriguez Hernandez

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN

ERIK RODRIGUEZ HERNANDEZ,
individually and on behalf of other members
of the general public similarly situated and on
behalf of other aggrieved employees pursuant
to the California Private Attorneys General
Act,

Plaintiff,

vs.

TERRACON CONSULTANTS, INC., a
Delaware corporation; TSVC, INC., an
unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

Case No.: STK-CV-UOE-2024-0008820

Honorable John Soldati
Department 10D

CLASS ACTION

**DECLARATION OF SELENA
MATAVOSIAN IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

[Notice of Motion and Motion for Preliminary
Approval of Class Action and PAGA
Settlement; Declaration of Proposed Class
Representative (Erik Rodriguez Hernandez); and
[Proposed] Order filed concurrently herewith]

Date:
Time: 9:00 a.m.
Department: 10D

Complaint Filed: July 26, 2024
FAC Filed: July 14, 2025
Trial Date: None Set

DECLARATION OF SELENA MATAVOSIAN

I, Selena Matavosian, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Erik Rodriguez Hernandez (“Plaintiff”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

PROCEDURAL HISTORY

2. On July 26, 2024, Plaintiff filed the Class Action Complaint for Damages (“Original Complaint”) in the Superior Court for the County of San Joaquin, thereby commencing the above-captioned lawsuit (“Action”).

3. On August 28, 2024, Defendants Terracon Consultants, Inc. and TVSC, Inc. (together, “Defendants”) filed an Answer to the Original Complaint.

4. On April 16, 2025, Plaintiff provided written notice by certified mail to the California Labor and Workforce Development Agency (“LWDA”) and Defendants of the specific provisions of the California Labor Code that were alleged to be violated (“PAGA Notice”). Marked and attached hereto as “**EXHIBIT 2**” is a true and correct copy of Plaintiff’s PAGA Notice.

5. On July 14, 2025, Plaintiff filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. against Defendants in the Action, thereby adding a cause of action for civil penalties pursuant to the Private Attorneys General Act (“PAGA”), California Labor Code sections 2689, *et seq.* (“Operative Complaint”).

6. On July 23, 2025, Defendants filed an Answer to the Operative Complaint.

THE PROPOSED SETTLEMENT

7. Marked and attached hereto as “**EXHIBIT 1**” is a true and correct copy of the Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”) entered into by and between Plaintiff, individually and on behalf of all others similarly situated and other aggrieved employees, on the one hand, and Defendants, on the other

1 hand (collectively, the “Parties”). The Parties and their counsel have approved the proposed Notice
2 of Proposed Class Action and PAGA Settlement, and Hearing Date for Final Court Approval of
3 Settlement (“Class Notice”), which is attached to the Settlement Agreement as “Exhibit 1” and
4 respectfully request that the Court approve it as well.

5 8. The Settlement provides for a Maximum Settlement Amount of \$795,000.00 to be
6 paid in a single payment on a non-reversionary basis. The Net Settlement Amount is the Maximum
7 Settlement Amount less the following amounts, subject to approval by the Court: Attorneys’ Fees
8 of up to 35% of the Maximum Settlement Amount (i.e., \$278,250.00 if the Maximum Settlement
9 Amount remains \$795,000.00) and Litigation Costs not to exceed \$25,000.00 to Class Counsel,
10 Enhancement Award to Plaintiff of \$7,500.00, Settlement Administration Expenses to the
11 Settlement Administrator not to exceed \$6,500.00, and the PAGA Penalties of \$80,000.00.
12 Assuming that the amounts allocated under the Settlement toward these payments are awarded by
13 the Court, the Net Settlement Amount that will be available for distribution to Participating
14 Settlement Class Members is currently estimated to be \$397,750.00. Additionally, thirty-five
15 percent (35%) of the PAGA Penalties, which is \$28,000.00 out of \$80,000.00, will be distributed
16 to the PAGA Members for their respective portion of the Individual PAGA Awards. The
17 Maximum Settlement Amount will be fully distributed in accordance with the terms of the
18 Settlement and there is no reversion to Defendants.

19 9. The Settlement Agreement provides for Class Counsel to apply for attorneys’ fees
20 in an amount not to exceed 35% of the Maximum Settlement Amount (i.e., \$278,250.00 if the
21 Maximum Settlement Amount remains \$795,000.00) and expenses and costs of not more than
22 \$25,000.00, which will be paid out of the Maximum Settlement Amount, subject to approval by
23 the Court. It should be noted that Class Counsel has borne all of the risks and costs of litigation
24 and will not receive any compensation until recovery is obtained. A description of the
25 qualifications of Class Counsel, the work performed by Class Counsel, and the results achieved
26 by Class Counsel in this matter can be found in paragraphs 17 through 22, *infra*.

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1 10. The Settlement Agreement provides for payment of up to \$7,500.00 to Plaintiff as
2 an Enhancement Award, to be paid out of the Maximum Settlement Amount subject to approval
3 by the Court. Plaintiff spent considerable time and effort to produce relevant documents and past
4 employment records and to provide the facts and evidence necessary to attempt to prove the
5 allegations. Plaintiff was available whenever Class Counsel needed him and actively tried to obtain
6 information that would benefit the Settlement Class. Accordingly, it is appropriate and just for
7 Plaintiff to receive an Enhancement Award, in addition to his individual settlement payment, for
8 his services on behalf of the Settlement Class, PAGA Members, and the State of California.

9 11. The Parties have agreed to retain Phoenix Settlement Administrators (“Phoenix” or
10 “Settlement Administrator”) to handle the notice and settlement administration process. The
11 Parties respectfully request that the Court appoint Phoenix to handle these procedures and serve
12 as the Settlement Administrator. Defendants will provide the Settlement Administrator with the
13 Class Members’ and PAGA Members’ names, last-known addresses, last-known telephone
14 numbers, Social Security Numbers, and the number of work weeks during the Class Period and
15 the PAGA Period, and the Settlement Administrator will calculate each Class Member’s estimated
16 share of the Net Settlement Amount (“Settlement Award”) and each PAGA Member’s estimated
17 proportionate share of the 35% share of the PAGA Penalties. The Settlement Administrator will
18 be responsible for printing, distributing, and tracking Class Notices and other documents for the
19 Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and
20 W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing
21 necessary reports and declarations, transmitting funds representing uncashed checks after the void
22 date to the California State Controller’s Office for Unclaimed Property, and other duties and
23 responsibilities set forth to process the Settlement, and as requested by the Parties. The settlement
24 administration expenses are currently estimated not to exceed \$6,500.00 and will be paid out of
25 the Maximum Settlement Amount, subject to approval of the Court.

26 12. Under the Settlement Agreement, Defendants are responsible for any employer-side
27 tax obligations associated with the Maximum Settlement Amount and will deposit that amount
28 into the settlement fund in addition to the Maximum Settlement Amount. Each Participating Class

Member's Settlement Award will be allocated one-third (1/3) to wages, one-third (1/3) to interest, and one-third (1/3) to penalties. The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Settlement Awards.

**CONDITIONAL CERTIFICATION OF THE PROPOSED SETTLEMENT CLASS IS
APPROPRIATE**

13. **Ascertainability:** The proposed Settlement Class is defined as all persons employed by Defendants in California as a non-exempt employee from July 26, 2020 through the date the Court preliminarily approves the Settlement ("Class Period").

14. **Numerosity:** Based on data provided by Defendants in June 2025, the Settlement Class is estimated to be approximately 287 individuals who worked an estimated total of 26,290 workweeks from July 25, 2025 to March 17, 2025.

15. **Commonality:** Based on investigation and information discovered, Class Counsel believes that there is sufficient evidence to support the allegations made in the lawsuit, including the allegations that Defendants, with respect to Plaintiff, Class Members, and PAGA Members, *inter alia*, failed to properly pay overtime, double time, regular, and minimum wages and associated premium pay, failed to provide compliant meal and rest periods and to pay associated premium pay, failed to timely pay wages during employment and upon termination of employment, failed to provide compliant wage statements, failed to maintain requisite payroll records, and failed to reimburse necessary business expenses, and thereby engaged in unfair business practices and conduct giving rise to civil penalties recoverable under the Private Attorneys General Act of 2004 (California Labor Code sections 2698, *et seq.*). Plaintiff also asserted that Class Members were expected to perform similar job duties and were subject to the same or similar operations and employment policies, practices, and procedures. Additionally, Plaintiff asserted that Defendants' recordkeeping practices with respect to Plaintiff, Class Members, and PAGA Members were substantially the same during the time period at issue. As a result of said alleged uniform practices, Plaintiff claims that the Class Members were not paid all of the compensation that was owed to them by Defendants. Thus, in Class Counsel's view, it is clear that the outcome of this litigation would be determined by Defendants' uniform operations

1 and employment practices, policies, and procedures that Plaintiff alleges applied across its non-
2 exempt employees in California during the relevant time period.

3 16. **Adequacy and Typicality:** Plaintiff undertook the responsibilities of representing
4 a class action against his former employer. Plaintiff spent considerable time and effort to produce
5 relevant documents and past employment records and to provide the facts and evidence necessary
6 to attempt to prove the allegations. Plaintiff was available whenever Class Counsel needed him
7 and actively tried to obtain information that would benefit the Settlement Class. Plaintiff has no
8 interests that are adverse to the Settlement Class. Plaintiff was employed by Defendants during
9 the Class Period and subject to the same alleged violations and the same policies, practices, and
10 procedures. Plaintiff took on the challenge and risk of commencing and maintaining this action,
11 and he has not yet received any monetary benefit for his service to date. Plaintiff put his own
12 interests aside and brought a publicly filed lawsuit against an employer not just for his own benefit,
13 but, instead, on behalf of other non-exempt employees and the State of California.

14 **EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC**

15 17. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the
16 prosecution of consumer and employment class actions, involving wage-and-hour claims, race
17 discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC
18 is the attorney of record in well over a dozen employment-related putative class actions in both
19 state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of
20 attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act
21 (“PAGA”) representative actions. Lawyers *for* Justice, PC has successfully litigated cases
22 involving the executive, administrative, and other overtime exemptions to the State of California
23 and federal overtime compensation requirements. During a relatively short time, in association
24 with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of
25 thousands of individuals in California.

26 18. Edwin Aiwarzian is the Chief Executive Officer of Lawyers *for* Justice, PC. He
27 received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a
28 Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive

1 formal training in dispute resolution and negotiation from the Straus Institute for Dispute
2 Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has
3 previously served as a pro bono mediator for the Los Angeles County Superior Court. In October
4 of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During
5 the summer of 2000, he studied Legal Writing at Harvard University. From approximately
6 September 2002 to approximately December 2002, he served as a Judicial Extern to the Honorable
7 Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From
8 approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the
9 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
10 In December of 2004, he obtained a license to practice law from the California State Bar. Since
11 in or around October of 2008, through his work at Lawyers *for* Justice, PC, he has almost
12 exclusively focused on the prosecution of consumer and employment class actions, involving
13 wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. While
14 employed by Lawyers *for* Justice PC, he has argued over one hundred (100) motions, taken or
15 defended over one hundred fifty (150) depositions, prepared dozens of expert witnesses for
16 deposition or trial, and attended over one hundred seventy-five (175) mediations. Together with
17 other attorneys at the firm, and in many cases in conjunction with co-counsel, he has successfully
18 litigated cases involving the executive, administrative, and other overtime exemptions to the State
19 of California and federal overtime compensation requirements. Under his supervision, Lawyers
20 *for* Justice, PC has successfully obtained class certification by contested motion practice in
21 approximately sixteen (16) cases in the last decade, and litigated over 1,000 class action or
22 representative action cases.

23 19. Arby Aiwarzian is a Senior Partner of Lawyers *for* Justice, PC. He received his
24 Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum
25 laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From
26 approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the
27 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
28 From approximately August 2008 to approximately December 2008, he served as a Judicial Extern

1 to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit.
2 He was admitted to practice law in California in 2010. He is admitted to practice before all courts
3 of the State of California and all United States District Courts in the State of California. He has
4 worked on many wage-and-hour class action and representative action cases, taking the lead in
5 taking and defending depositions, arguing motions, and attending mediations. He has played an
6 integral role in preparing matters for class certification, including and not limited to, successful
7 certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No.
8 BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No.
9 BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No.
10 RG13680477). Under his supervision, dozens of class action or representative action cases have
11 resulted in settlements that have been granted court approval. He has handled over one hundred
12 and fifty (150) mediations and has worked on over two hundred and fifty (250) class action or
13 representative action cases which have resulted in settlement.

14 20. Joanna Ghosh is a Senior Partner of Lawyers *for* Justice, PC. She received a
15 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
16 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
17 Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010),
18 in New York (since 2013), and in Washington (since 2026) and she is also admitted to practice in
19 all U.S. District Courts in California, the U.S. Bankruptcy Court for the Central District of
20 California, U.S. District Court for the Western District of Washington, and the U.S. Supreme
21 Court. She has taken and defended dozens of depositions and successfully handled motion practice
22 in class action cases regarding discovery (including and not limited to, regarding class contact
23 information), class certification (both contested class certification and stipulated class
24 certification), arbitration agreements, coordination, and intervention. She has successfully
25 handled briefing and oral arguments on appeal and obtained notable decisions regarding Private
26 Attorneys General Act claims and employer efforts to compel arbitration of such claims, e.g.,
27 *Roberto Betancourt v. Prudential Overall Supply* (Cal. Ct. App., Mar. 7, 2017) 9 Cal.App.5th 439,
28 cert. denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior*

1 *Court* (2019) 8 Cal.5th175. She has significant experience with class actions, including and not
2 limited to working on cases to obtain class certification through contested motion practice and
3 working on cases in the post-certification stage (e.g., post-certification discovery, appeal,
4 statistical sampling and pilot study, and trial preparation in conjunction with co-counsel in a case
5 involving a certified class consisting of approximately 2,600 individuals). She has extensive
6 experience with class action and/or representative action settlements, and has handled this process
7 in over five hundred (500) cases. Under her, Edwin Aiwasian, and Arby Aiwasian's supervision,
8 Lawyers *for* Justice, PC has handled the class certification and court approval process for hundreds
9 of class action and/or representative action matters that have successfully resolved. Joanna Ghosh
10 is a member of the California Employment Lawyers Association and, on several occasions, has
11 been a speaker regarding topics in wage and hour law at the organization's continuing legal
12 education events.

13 21. Yasmin Hosseini is a Member of Lawyers *for* Justice, PC. She received her Bachelor
14 of Arts degree from University of California, Santa Barbara in 2013 and earned her Juris Doctor
15 degree from Pepperdine University School of Law in 2017. She was admitted to practice law in
16 California in 2019. She is admitted to practice before all courts of the State of California and all
17 federal district courts in the State of California. She has worked on many wage and hour class
18 action and PAGA representative matters, and her work has included, *inter alia*, researching and
19 drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing
20 stipulations and settlement agreements, engaging in motion practice, claims evaluation and
21 analysis, and making court appearances. Prior to working at Lawyers *for* Justice, PC, she
22 represented filmmakers and talent, negotiating and structuring various types of agreements on their
23 behalf. She is a member of the California Employment Lawyers Association, Beverly Hills Bar
24 Association, and Iranian American Bar Association.

25 22. I am a Member of Lawyers *for* Justice, PC. I received my Bachelor of Science degree
26 from California State University, Northridge in 2019, and was the recipient of the Wildman
27 Schumacher Scholarship. I earned a Juris Doctor degree from Southwestern Law School in 2022,
28 and I was the recipient of the Witkin Award for Academic Excellence. I was admitted to practice

1 law in California in 2022. I am admitted to practice before all courts of the State of California and
2 all U.S. Federal District Courts in the State of California. I have worked on many wage-and-hour
3 class action and PAGA representative cases, and my work on these cases has included, *inter alia*,
4 researching and drafting pleadings and motion-related papers, administrative notice exhaustion,
5 drafting, negotiating, and finalizing stipulations and settlement agreements, performing claims
6 evaluation and analysis, and making court appearances.

7 **THE SETTLEMENT AND SUMMARY OF WORK PERFORMED**

8 23. The effectiveness of Lawyers for Justice, PC (“Class Counsel”) in prosecuting this
9 matter has translated into tangible monetary benefits for the Class Members in the following
10 respects: (1) Class Members recover over a reasonably short period of time as opposed to waiting
11 additional years for the same, or possibly worse, result; (2) a guaranteed result that compares
12 favorably with other similar class action settlements of this type given the strengths and
13 weaknesses of the case; and (3) significant savings in Class Counsel’s fees and/or costs that would
14 have only increased significantly had the case progressed through certification, trial, and/or
15 appeals.

16 24. Class Counsel has litigated the matter for over one (1) year and was actively
17 preparing the matter for class certification and trial. The Parties engaged in extensive, arms-length
18 settlement negotiations and were ultimately able to reach the Settlement. In the course of the
19 litigation and in connection with settlement discussions, the Parties exchanged extensive
20 information and engaged in discussions regarding their evaluations of the case and various aspects
21 of the case, including but not limited to, the risks and delays of further litigation, the risks to the
22 Parties of proceeding with class certification and/or representative adjudication, the law relating
23 to off-the-clock theory, regular rate, meal and rest periods, PAGA representative actions, and state
24 wage-and-hour law and enforcement, as well as the evidence produced and analyzed, and the
25 possibility of appeals, among other things. During all settlement discussions, the Parties conducted
26 their negotiations at arm’s length in an adversarial position. Arriving at a settlement that was
27 acceptable to all Parties was not easy. Defendants and their counsel felt strongly about their ability
28 to prevail on the merits and at certification, and Plaintiff and Class Counsel believed that they

1 would be able to obtain class certification and prevail at trial. After conducting investigations and
2 formal and informal discovery and exchange of information, and extensive settlement
3 negotiations, the Parties have agreed that the matter is well-suited for settlement given the legal
4 issues relating to Plaintiff's principal claims, as well as the costs and risks to both sides that would
5 attend further litigation. The Settlement is a fair, reasonable, and adequate resolution of the
6 Released Class Claims of Plaintiff and Participating Class Members, and of the Released PAGA
7 Claims of Plaintiff and the State of California, with respect to PAGA Members, against the
8 Released Parties.

9 25. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength,
10 and scope of the claims, and was preparing the action for class certification and trial. Plaintiff
11 conducted significant investigation and formal and informal discovery regarding the facts of the
12 case, including and not limited to, the exchange, review, and analysis of a large volume of
13 documents and data obtained from Defendants, Plaintiff, and other sources. Class Counsel served
14 multiple sets of formal written discovery requests onto Defendants (specifically, Special
15 Interrogatories (Sets One and Two), Form Interrogatories – General (Set One), and Requests for
16 Production of Documents (Set One)), and noticed the depositions of Defendants' Person Most
17 Knowledgeable designees, along with accompanying requests for production of documents. The
18 volume of data and documents that Class Counsel reviewed and analyzed included and was not
19 limited to: Plaintiff's employment records, job description, employee offer letter, consumer report
20 release and authorization form, New Employee Hire Form, Acknowledgment and Authorization
21 for Background Check, and Plaintiff's time and pay data, among other information and documents.
22 Class Counsel had the opportunity to interview Plaintiff and others to gather facts and to identify
23 potential witnesses. Counsel for the Parties also met and conferred on numerous occasions, e.g.,
24 to discuss issues relating to the pleadings, discovery, and the production of documents and data.
25 Class Counsel also drafted Plaintiff's pleadings, and prepared for and attended court proceedings
26 and settlement negotiations, among other tasks.

27 26. Counsel for the Parties have also invested time researching and investigating the
28 applicable law, which is constantly evolving as it relates to certification, representative PAGA

1 claims, off-the-clock theory, regular rate, meal and rest periods, state wage-and-hour law and
2 enforcement, Plaintiff's claims and damages, and Defendants' defenses thereto, as well as facts
3 discovered. Based on our analysis, I submit that the result achieved in this litigation is fair,
4 adequate, and reasonable.

5 27. Class Counsel is aware of the defenses and position of Defendants but believes that
6 Plaintiff could potentially obtain class certification despite many obstacles. Plaintiff and Class
7 Counsel have also taken into account the uncertainty and risk of the outcome of further litigation,
8 and the difficulties and delays inherent in such litigation, including those involved in class
9 certification and/or representative adjudication. Plaintiff further recognizes the burdens of proof
10 necessary to establish liability for the claims asserted in the lawsuit, Defendants' defenses, and the
11 difficulties in establishing entitlement to monetary recovery. Plaintiff and Class Counsel have also
12 considered the Parties' settlement discussions.

13 28. Defendants, on the other hand, denied and continue to deny any liability and
14 wrongdoing of any kind associated with the claims alleged in the lawsuit, and further deny that
15 the lawsuit is appropriate for class treatment or representative adjudication for any purpose other
16 than this Settlement. Defendants believe that it would ultimately succeed in the matter. Both sides
17 have also had the opportunity to interview witnesses and review documents and information
18 relating to Plaintiff's, Class Members', and PAGA Members' employment with Defendants, and
19 Defendants' operations and employment policies, practices, and procedures. The Parties also
20 reviewed and analyzed a volume of documents and data to determine the potential value and
21 strength of the claims. The available information enabled Class Counsel to assess and value the
22 class and PAGA claims and prepare violation, damages, and penalties analyses models.
23 Accordingly, the Parties have conducted adequate investigation and discovery to be sufficiently
24 informed of the nature and extent of the Class Members' claims, and to enable both sides to fully
25 evaluate the Settlement for its fairness, adequacy, and reasonableness. The Settlement takes into
26 account the strengths and weaknesses of each side's position and the uncertainty of how the case
27 might have concluded at certification, trial, and/or appeals.

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1 29. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is
2 in the best interest of Plaintiff, the Settlement Class, and State of California. Class Counsel further
3 submits that the Settlement is within an acceptable range of recovery for this type of litigation
4 given the strengths and weaknesses of the case, the inherent costs and risks of further litigation,
5 and the costs and risks associated with class certification, representative adjudication, trial, and/or
6 appeals.

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

9 Executed on this 11th day of June 2026, at Glendale, California.

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13 Selena Matavosian
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EXHIBIT 1

1 Arby Aiwazian (SBN 269827)
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2 Joanna Ghosh (SBN 272479)
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3 Brian J. St. John (SBN 304112)
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7 *Attorneys for Plaintiff* ERIK RODRIGUEZ HERNANDEZ
8 [Additional Counsel on Next Page]

9
10 SUPERIOR COURT OF CALIFORNIA
11 COUNTY OF SAN JOAQUIN

12 ERIK RODRIGUEZ HERNANDEZ,
13 individually and on behalf of other members of
14 the general public similarly situated and
aggrieved employees,

15 Plaintiff,

16 v.

17 TERRACON CONSULTANTS, INC., a
Delaware corporation; TSVC, INC., a Delaware
18 corporation; and DOES 1 through 10, inclusive,

19 Defendants.
20
21
22

Case No. STK-CV-UOE-2024-0008820

ASSIGNED FOR ALL PURPOSES TO:
HON. BARBARA KRONLUND,
DEPARTMENT 10D

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

Complaint Filed: July 26, 2024
FAC Filed: July 14, 2025
Trial Date: None Set

27 ///
28 ///

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4 E-mail: Cary.Palmer@jacksonlewis.com

5 Attorneys for Defendants
6 TERRACON CONSULTANTS, INC.
and TSVC, INC.

1 This Joint Stipulation of Class Action and PAGA Settlement (“Stipulation of Settlement”
2 or “Settlement”) is made and entered into by and between Plaintiff Erik Rodriguez Hernandez,
3 individually and on behalf of other members of the general public similarly situated and aggrieved
4 employees (“Plaintiff”) and Defendants Terracon Consultants, Inc. and TSVC, Inc. (collectively,
5 “Defendants”).

6 This Stipulation of Settlement shall be binding on Plaintiff and those persons Plaintiff seeks
7 to represent, and on: (i) Defendants Terracon Consultants, Inc. and TSVC, Inc.; (ii) each of
8 Defendants’ respective, present and future parents, subsidiaries, partners, affiliates, brands,
9 including, without limitation, any corporation, limited liability company or partnership; (iii) the
10 past, present and future board members, directors, officers, agents, employees, attorneys, insurers,
11 members, partners, managers, contractors, agents, consultants, representatives, administrators,
12 fiduciaries, benefit plans, transferees, predecessors, successors and assigns of any of the foregoing;
13 and (iv) any individual or entity which could be jointly liable with any of the foregoing
14 (collectively, “Released Parties”). The Settlement contemplated by this Stipulation of Settlement
15 may hereinafter be referred to as the “Settlement.”

16 THE PARTIES STIPULATE AND AGREE as follows:

- 17 1. Plaintiff and Defendants are collectively referred to herein as “the Parties.”
- 18 2. On July 26, 2024, Plaintiff filed a Class Action Complaint in the San Joaquin
19 County Superior Court, asserting the following ten causes of against Defendants: (1) Failure to
20 provide overtime wages (Labor Code §§ 510 and 1198); (2) Failure to provide meal periods (Labor
21 Code §§ 226.7 and 512); (3) Failure to provide rest periods (Labor Code § 226.7); (4) Failure to
22 provide minimum wages (Labor Code §§ 1194, 1197, and 1197.1); (5) Failure to pay final wages
23 at separation – waiting time penalties (Labor Code §§ 201-202); (6) Failure to pay wages during
24 employment (Labor Code § 204); (7) Failure to provide accurate wage statements (Labor Code §
25 226); (8) Failure to maintain required payroll records (Labor Code § 1174); (9) Failure to
26 reimburse necessary business expenses (Labor Code §§ 2800 and 2802); and (10) Unfair
27 Competition (Business and Professions Code §§ 17200, *et seq.*).
28

1 3. On April 16, 2025, Plaintiff sent a letter to the Labor and Workplace Development
2 Agency (“LWDA”) alleging violations of the Private Attorneys General Act (“PAGA”) against
3 Defendants for the “Released PAGA Claims,” as defined below.

4 4. After Plaintiff’s service of the Action, the Parties explored settlement by
5 exchanging pre-settlement documents and data. After the pre-mediation production and
6 assessment, the Parties engaged in arms-length settlement negotiations. The Parties reached an
7 arms-length Settlement of the Action, which has been memorialized into this Stipulation of
8 Settlement.

9 5. On July 14, 2025, and pursuant to the Settlement, Plaintiff filed a First Amended
10 Class and PAGA Representative Action Complaint against Defendants, realleging his prior class
11 claims and adding a cause of action for violations of PAGA, Labor Code sections 2689, *et seq.*
12 Plaintiff’s First Amended Class and PAGA Representative Action Complaint includes all Released
13 Claims (defined below) and Released PAGA Claims (defined below) (“Operative Complaint” or
14 “Action”). The “Class Period” is from July 26, 2020 through the date the Court preliminarily
15 approves the Settlement. The “PAGA Period” is from July 26, 2023 through the date the Court
16 preliminarily approves the Settlement. This Action has been actively litigated. There have been
17 on-going investigations, there has been an exchange of documentation and data, and the Parties
18 have participated in extensive settlement negotiations. Plaintiff has not filed a motion for class
19 certification in this Action, nor has a date been set by the Court for the filing of such a motion.

20 6. For purposes of this Settlement, the “Settlement Class” or “Class Members” shall
21 consist of all persons employed by Defendants in California as a non-exempt employee from July
22 26, 2020 through the date the Court preliminarily approves the Settlement. The Settlement Class,
23 however, shall not include any person who previously settled or released any of the claims covered
24 by this Settlement or any person who previously was paid or received awards through civil or
25 administrative actions for the claims covered by this Settlement. “Participating Class Members”
26 shall consist of all Class Members who do not submit a timely and valid Request for Exclusion as
27 provided in this Settlement. “Class Settlement” means the settlement and resolution of all Released
28 Class Claims (defined below).

1 7. All Class Members who worked any hours for Defendants in California from July
2 26, 2023 through the date the Court preliminarily approves the Settlement are aggrieved employees
3 with respect to PAGA (“PAGA Members”), and will be paid their PAGA Award and release the
4 “Released PAGA Claims” regardless of whether they submit a timely and valid Request for
5 Exclusion from the Class Settlement. PAGA Members are not eligible to exclude themselves from,
6 or to opt out of, the Released PAGA Claims. “PAGA Settlement” means the settlement and
7 resolution of all Released PAGA Claims (defined below).

8 8. Solely for purposes of settling this case, the Parties stipulate and agree that the
9 requisites for establishing class certification with respect to the Settlement Class have been met
10 and are met for settlement purposes only. More specifically, the Parties stipulate and agree that:

11 a. The Settlement Class is ascertainable and so numerous as to make it
12 impracticable to join all Class Members.

13 b. There are common questions of law and fact, including but not limited to
14 the following:

15 i. Whether Defendants complied with applicable laws affecting
16 Plaintiff and the Settlement Class under the California Labor Code and the Wage Orders of the
17 California Industrial Welfare Commission; and

18 ii. Whether Plaintiff and the Settlement Class are entitled to alleged
19 unpaid wages, penalties, interest, and attorneys’ fees and costs.

20 c. Plaintiff believes that Plaintiff’s claims are typical of the claims of the
21 members of the Settlement Class.

22 d. Plaintiff believes that Plaintiff will fairly and adequately protect the
23 interests of the Settlement Class, and that Lawyers *for* Justice, PC should be “Class Counsel” and
24 will fairly and adequately protect the interests of the Settlement Class.

25 e. The prosecution of separate actions by individual members of the
26 Settlement Class would create the risk of inconsistent or varying adjudications, which would
27 establish incompatible standards of conduct.

28 ///

1 f. With respect to the Settlement Class, Plaintiff believes that questions of law
2 and fact common to the members of the Settlement Class predominate over any questions affecting
3 any individual member in such Class, and a class action is superior to other available means for
4 the fair and efficient adjudication of the controversy.

5 9. Defendants deny any liability or wrongdoing of any kind whatsoever associated
6 with the claims alleged in the Complaint, and further deny that, for any purpose other than settling
7 this Action, this Action is appropriate for class or representative treatment. With respect to
8 Plaintiff's claims, Defendants contend, among other things, that they have complied with all
9 applicable state, federal and local laws affecting Plaintiff and the Settlement Class.

10 10. It is the desire of the Parties to fully, finally and forever settle, compromise and
11 discharge all disputes and claims arising from the allegations and causes of action stated in the
12 Complaint. To achieve a full and complete release of Defendants, Plaintiff and each Participating
13 Class Member acknowledge that this Stipulation of Settlement is intended to include in its effect
14 all claims of any nature reasonably arising out of the allegations made in the Operative Complaint.

15 11. It is the intention of the Parties that this Stipulation of Settlement shall constitute
16 a full and complete settlement and release of all claims arising from the allegations in the
17 Complaint against: (i) Defendants Terracon Consultants, Inc. and TVSC, Inc.; (ii) each of
18 Defendants' respective, present and future parents, subsidiaries, partners and affiliates, including,
19 without limitation, any corporation, limited liability company or partnership; (iii) the past, present
20 and future board members, directors, officers, agents, employees, attorneys, insurers, members,
21 partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries,
22 benefit plans, transferees, predecessors, successors and assigns of any of the foregoing; and
23 (iv) any individual or entity which could be jointly liable with any of the foregoing.

24 12. Counsel for the Settlement Class have conducted a thorough investigation into the
25 facts of this Action and have diligently pursued an investigation of Class Members' claims against
26 Defendants. Based on their own independent investigation and evaluation, Class Counsel are of
27 the opinion that the Settlement with Defendants for the consideration and on the terms set forth in
28 this Stipulation of Settlement is fair, reasonable and adequate, and is in the best interest of the

1 Settlement Class in light of all known facts and circumstances, including the risk of significant
2 delay, the risk the Settlement Class will not be certified by the Court, defenses asserted by
3 Defendants, and numerous potential appellate issues. Defendants and Defendants' Counsel also
4 agree that the Settlement is fair and in the best interest of the Parties.

5 13. The Parties agree to cooperate and take all steps necessary and appropriate to
6 consummate this Settlement and for entry of judgment in accordance with this Settlement.

7 14. This Settlement provides that Defendants will pay Settlement Awards and PAGA
8 Awards according to a specified formula to each Settlement Class Member who does not request
9 to be excluded from this Settlement. The total payment under the Settlement is \$795,000.00, which
10 includes all payments to Participating Class Members, PAGA Members, Class Counsel's
11 Attorneys' Fees (defined below), Class Counsel's Litigation Costs (defined below), the
12 Enhancement Award to the class representative (defined below), penalties of any nature, including
13 PAGA penalties, and Settlement Administration Expenses (defined below). It is understood and
14 agreed that Defendants shall have no obligation to pay any person, entity or organization more
15 than the amount of its maximum total liability under the Settlement, except that Defendants will
16 separately pay as an additional obligation the employer payroll taxes for the wage portion of the
17 Settlement Awards ("Employer Taxes").

18 TERMS OF SETTLEMENT

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

21 a. It is agreed by and among Plaintiff and Defendants that this Action and any
22 claims, damages or causes of action arising out of the Complaint, which are the subject of this
23 Action, be settled and compromised as between the Settlement Class and Defendants, subject to
24 the terms and conditions set forth in this Stipulation of Settlement and the approval of the Court.

25 b. Effective Date: The Settlement embodied in this Stipulation of Settlement
26 shall become effective when all of the following events have occurred: (i) this Stipulation of
27 Settlement has been executed by all Parties and by counsel for Plaintiff and Defendants; (ii) the
28 Court has given preliminary approval to the Settlement; (iii) the class settlement notice has been

1 provided to the Settlement Class, providing them with an opportunity to opt out of or to object to
2 the Class Settlement; (iv) the Court has held a formal Final Fairness hearing and entered a final
3 order and judgment certifying the Settlement Class and finally approving this Stipulation of
4 Settlement, and without objection from the LWDA; and (v) in the event there are objections to the
5 Settlement which are not later withdrawn, the later of the following events: when the period for
6 filing any appeal, writ or other appellate proceeding opposing the Settlement has elapsed without
7 any appeal, writ or other appellate proceeding having been filed; or any appeal, writ or other
8 appellate proceeding opposing the Settlement has been dismissed finally and conclusively with no
9 right to pursue further remedies or relief; or any appeal, writ or other appellate proceeding has
10 upheld the Court's final order with no right to pursue further remedies or relief. In this regard, it
11 is the intention of the Parties that the Settlement shall not become effective until the Court's order
12 approving the Settlement is completely final, and there is no further recourse by an appellant or
13 objector who seeks to contest the Settlement. It is further agreed by the Parties that this Settlement
14 will not become effective if Defendants, contrary to Paragraph 14 above, are required by the Court
15 to pay more than the total amount of its Maximum Settlement Amount (defined below) under the
16 Settlement as set forth in Paragraph 14 under any circumstances. It is further agreed by and
17 between the Parties that this Settlement shall not become effective, and Defendants shall not have
18 any obligation (monetary or otherwise) under the terms of this Settlement, unless and until any
19 objections, writs and/or appeals, and any rights of appeal with respect to any objections or the
20 judgment, have been finally exhausted and resolved upholding the terms of this Settlement.

21 c. Maximum Settlement Amount, and Net Settlement Amount: To implement
22 the terms of this Settlement, Defendant Terracon Consultants, Inc., on behalf of the Released
23 Parties, agrees to pay a maximum of \$795,000.00 ("Maximum Settlement Amount"), which
24 includes: all payments to Participating Class Members and PAGA Members; Class Counsel's
25 Attorneys' Fees; Class Counsel's Litigation Costs; the Enhancement Award to Plaintiff;
26 \$80,000.00 allocated to penalties under PAGA ("PAGA Penalties") with sixty-five percent (65%)
27 of that amount, or in other words \$52,000.00, paid to the LWDA, and thirty-five percent (35%) of
28 that amount, or in other words \$28,000.00, paid to the PAGA Members ("Net PAGA Settlement

Amount”) as described below; and Settlement Administration Expenses. The Parties agree the Maximum Settlement Amount will be fully paid out, with no residue returning to Defendant Terracon Consultants, Inc. At no time shall Defendant Terracon Consultants, Inc. have the obligation to segregate the funds comprising the Maximum Settlement Amount, and Defendant Terracon Consultants, Inc. shall retain exclusive authority over, and the responsibility for, those funds. All payments to Participating Class Members and PAGA Members, Class Counsel’s Attorneys’ Fees, Class Counsel’s Litigation Costs, the Enhancement Award, and Settlement Administration Expenses will be paid out of the Maximum Settlement Amount. Under no condition will Defendant Terracon Consultants, Inc.’s aggregate liability exceed the Maximum Settlement Amount, except that Defendant Terracon Consultants, Inc. will pay the employer’s share of the payroll taxes for the wage portion of the Settlement Awards (i.e., Employer Taxes) in addition to the Maximum Settlement Amount. The “Net Settlement Amount,” the amount available for potential distribution to Class Members, shall be calculated by deducting from the Maximum Settlement Amount: (i) all Class Counsel’s Attorneys’ Fees and Litigation Costs; (ii) the Enhancement Award to Plaintiff; (iii) the PAGA penalty payment to the LWDA as described further below; (iv) the Net PAGA Settlement Amount to be paid to PAGA Members; and (v) Settlement Administration Expenses. Settlement Awards to the Participating Class Members, and PAGA Awards to the PAGA Members, will be calculated by the Settlement Administrator and paid out of the Net Settlement Amount as set forth below. The entire Net Settlement Amount will be paid out *pro rata* to Class Members who do not opt out, and the entire Net PAGA Settlement Amount will be paid out *pro rata* to PAGA Members.

i. Settlement Awards to Class Members: Payments to Class Members for their share of the Net Settlement Amount under the Settlement (“Settlement Awards”) will be determined the number of weeks worked by Class Members during the Class Period. Defendants, based on Defendants’ records and other relevant data and information, will calculate the number of weeks worked by all Class Members during the Class Period. The Settlement Administrator will calculate the amount to be paid to Class Members on a per workweek basis as Settlement Awards by dividing the Net Settlement Amount by the aggregate number of weeks worked by all Class

1 Members. Partial workweeks will not be counted; however, if a Class Member worked only one
2 day as a Class Member, such Class Member will be credited with having worked one workweek
3 for purposes of the Settlement. Defendants' workweek data will be presumed to be correct unless
4 a particular Class Member proves otherwise to the Settlement Administrator by credible written
5 evidence. Defendants will provide class data and relevant information to the Settlement
6 Administrator for resolution of any workweek dispute by a particular Class Member. All
7 workweek disputes will be resolved and decided by the Settlement Administrator, and the
8 Settlement Administrator's decision on all workweek disputes will be final and non-appealable.
9 No claim form shall be required for Participating Class Members to receive their Settlement
10 Awards.

11 ii. Private Attorneys General Act Allocation: Subject to Court
12 approval, the Parties have agreed to allocate \$80,000.00 of the Maximum Settlement Amount to
13 Plaintiff's representative claims under PAGA. Sixty-five percent (65%) of this amount, or in other
14 words \$52,000.00, will be paid out of the Maximum Settlement Amount to the LWDA of the State
15 of California, and the remaining thirty-five percent (35%), or in other words \$28,000.00, will be
16 distributed *pro rata* to PAGA Members (i.e., the Net PAGA Settlement Amount)". Payments to
17 PAGA Members for their share of the Net PAGA Settlement Amount under the Settlement
18 ("PAGA Awards") will be determined based on the number of weeks worked by PAGA Members
19 during the PAGA Period. Defendants will calculate the number of weeks worked by PAGA
20 Members during the PAGA Period based on Defendants' data. Partial workweeks will not be
21 counted; however, if a PAGA Member worked only one day as a PAGA Member, such PAGA
22 Member will be credited with having worked one workweek for purposes of the Settlement.
23 Defendants' workweek data will be presumed to be correct unless a particular PAGA Member
24 proves otherwise to the Settlement Administrator by credible written evidence. Defendants will
25 provide data and relevant information to the Settlement Administrator for resolution of any
26 workweek disputes by a particular PAGA Member. All workweek disputes will be resolved and
27 decided by the Settlement Administrator, and the Settlement Administrator's decision on all
28 workweek disputes will be final and non-appealable. The amount to be paid per workweek to

1 PAGA Members will be calculated by the Settlement Administrator by dividing the Net PAGA
2 Settlement Amount by the aggregate number of workweeks worked by PAGA Members. No claim
3 form shall be required for PAGA Members to receive their PAGA Awards.

4 iii. Allocation of Settlement Awards: The Parties have agreed, based on
5 the allegations in the Action, that individual Settlement Awards payable to eligible Participating
6 Class Members will be allocated from the Net Settlement Amount and paid as follows: one third
7 (1/3) will be allocated to alleged unpaid wages for which IRS Forms W-2 will issue; one third
8 (1/3) will be allocated to alleged unpaid penalties for which IRS Forms 1099-MISC will issue; and
9 one third (1/3) will be allocated to alleged unpaid interest for which IRS Forms 1099-MISC will
10 issue. Individual PAGA Awards (i.e., "PAGA Awards") for the PAGA Members will be paid
11 from the Net PAGA Settlement Amount, as alleged penalties for which IRS Form 1099 will issue.

12 iv. Settlement and PAGA Awards Do Not Trigger Additional Benefits:
13 All Settlement Awards to Participating Class Members, and all PAGA Awards to PAGA Members,
14 shall be deemed to be income to such Participating Class Members and PAGA Members solely in
15 the year in which such awards actually are received by the Participating Class Members and PAGA
16 Members. It is expressly understood and agreed that the receipt of such Settlement Awards and
17 PAGA Awards will not entitle any Participating Class Member or PAGA Member to additional
18 compensation or benefits under any company bonus, contest or other compensation or benefit plan
19 or agreement in place during the period covered by the Settlement, nor will it entitle any
20 Participating Class Member or PAGA Member to any increased retirement, 401(k) benefits or
21 matching benefits, or deferred compensation benefits. It is the intent of this Settlement that the
22 Settlement Awards provided for in this Agreement are the sole payments to be made by Defendants
23 to the Participating Class Members and the PAGA Members in connection with this Settlement,
24 and that the Participating Class Members and PAGA Members are not entitled to any new or
25 additional compensation or benefits as a result of having received the Settlement Awards and
26 PAGA Awards (notwithstanding any contrary language or agreement in any benefit or
27 compensation plan document that might have been in effect during the period covered by this
28 Settlement).

1 v. Attorneys' Fees and Litigation Costs: Subject to Court approval or
2 modification, Defendants agree to a payment, from the Maximum Settlement Amount, Class
3 Counsel's Attorneys' Fees and Litigation Costs as set forth in Paragraph 17 below.

4 vi. Class Representative: The Parties agree to the designation of
5 Plaintiff as "Class Representative." Subject to Court approval, and subject to Plaintiff's execution
6 of a general release of all claims under California Code of Civil Procedure section 1542,
7 Defendants agree not to oppose a payment to Plaintiff, from the Maximum Settlement Amount, an
8 award at no additional cost to the Released Parties ("Enhancement Award") not to exceed
9 \$7,500.00. The Enhancement Award paid to the Class Representative is subject to Court approval,
10 and is in addition to any claimed individual Settlement Award to which the Class Representative
11 is entitled under this Stipulation of Settlement. The Enhancement Award is to be part of, and to be
12 deducted from, the Maximum Settlement Amount. The Settlement Administrator will issue an IRS
13 Form 1099-MISC for the Enhancement Award to Plaintiff for Plaintiff's service as Class
14 Representative, and Plaintiff will be responsible for correctly characterizing this compensation for
15 tax purposes and for paying any taxes on the amount received. Should the Court approve an
16 Enhancement Award to the Class Representative in an amount less than that set forth above, the
17 difference between the lesser amount approved by the Court and the Enhancement Award set forth
18 above shall be added to the Net Settlement Amount.

19 vii. Settlement Administrator: The Settlement Administrator will be
20 mutually agreed upon by the Parties, after review and approval by the Parties of a not-to-exceed
21 quote for settlement administration expenses (i.e., Administration Expenses) which Plaintiff's
22 Counsel agrees to request and to circulate to Defendants' Counsel. All Settlement Administration
23 Expenses shall be paid out of the Maximum Settlement Amount.

24 viii. Mailing of Settlement and PAGA Awards: The Settlement
25 Administrator will cause the Settlement Awards to be mailed to the Participating Class Members
26 who have not opted out of the Class Settlement and have not previously released their claims as to
27 Defendants, and the PAGA Awards to be mailed to PAGA Members, within thirty (30) calendar
28 days after the Settlement becomes effective as defined in Paragraph 15.b.

ix. Potential Escalator Clause or Alternative Class Period End Date: For Settlement purposes and based on Class Member data presently available at the time of Settlement, Defendants represent that Class Members worked 26,290 workweeks from July 25, 2020 to March 17, 2025. The Parties further agree that if the final number of workweeks from July 25, 2020 to March 17, 2025, which formed the basis of the Settlement, increase by more than ten percent (10%) above 26,290 workweeks (e.g., to greater than 28,919 workweeks), the Gross Settlement Amount will increase by the proportional amount for the percentage of workweeks above ten percent (10%) (i.e., by the percentage of workweeks above 28,919 workweeks) or Defendants will have the option to limit the Class Period and PAGA Period to a date when total Class Period workweeks reach 28,919.

d. Enhancement Award to Plaintiff for Service as Class Representative: The Settlement Administrator will pay the Enhancement Award approved by the Court to Plaintiff within thirty (30) calendar days after the Settlement becomes effective as defined in Paragraph 15.b.

e. Right to Rescission: If more than ten percent (10%) of the Settlement Class opts out of the Class Settlement by submitting valid and timely Requests for Exclusion as set forth in the Notice of Proposed Class Action Settlement and Hearing Date for Final Court Approval of Settlement (“Class Notice”), Defendants shall have the right (but need not) in their sole discretion to rescind and void the Settlement, before final approval by the Court, by providing written notice to Class Counsel no later than fourteen (14) calendar days after the opt-out deadline. If Defendants exercise this option, Defendants shall pay any costs of settlement administration incurred up to that date, but not to include Class Counsel’s fees and costs.

SETTLEMENT ADMINISTRATION

16. The Settlement Administrator shall be mutually agreed upon by the Parties to perform the customary duties of Settlement Administrator, subject to Court approval. The Settlement Administrator will mail the Class and PAGA Notice to all Class Members and PAGA Members. The Settlement Administrator shall be granted reasonable access to Defendants’ records to perform its duties, such as resolving workweek disputes, if necessary. At the request of

1 Defendants, and upon receipt of funds from Defendants, the Settlement Administrator will issue
2 and send out Settlement Award checks to Participating Class Members and PAGA Awards to
3 PAGA Members. Tax treatment of the Settlement Awards and PAGA Awards will be as set forth
4 herein and in accordance with state and federal tax laws. All disputes relating to the Settlement
5 Administrator's performance of its duties shall be referred to the Court, if necessary, which will
6 have continuing jurisdiction over the terms and conditions of this Stipulation of Settlement until
7 all payments and obligations contemplated by this Stipulation of Settlement have been fully carried
8 out. The Settlement Administrator shall create and maintain a webpage, which will include links
9 to the Settlement Agreement, Class Notice, Motions for Preliminary and Final Approval (including
10 Motion for Attorneys' Fees) as they become available, until the Effective Date. The website shall
11 also include links to any other documents or information the Settlement Administrator deems
12 necessary to perform its duties.

13 ATTORNEYS' FEES AND LITIGATION COSTS

14 17. In consideration for settling this Action, in exchange for the release of claims by
15 the Settlement Class, and subject to final approval or modification by the Court, Defendants agree
16 to pay, from the Maximum Settlement Amount, Class Counsel attorneys' fees not to exceed thirty-
17 five percent (35%) of the Maximum Settlement Amount ("Attorneys' Fees"), or in other words up
18 to \$278,250.00, and attorneys' costs not to exceed \$25,000.00 from the Maximum Settlement
19 Amount ("Litigation Costs"). Defendants will not object to Class Counsel's application for
20 Attorneys' Fees and Litigation Costs up to these amounts. The amounts set forth above will cover
21 all work performed and all fees and costs incurred to date, and all work to be performed and all
22 fees and costs to be incurred in connection with the approval by the Court of this Stipulation of
23 Settlement, the administration of the Settlement, and obtaining the final judgment. Should Class
24 Counsel request lesser amounts, or should the Court approve lesser amounts for Attorneys' Fees
25 and Litigation Costs, the difference between the lesser amounts and the Maximum Settlement
26 Amount shall be added to the Net Settlement Amount. The Parties agree Class Counsel waives
27 any right to appeal a decision by the Court to reduce the amount of attorneys' fees or litigation
28 costs requested by Class Counsel.

1 18. The Attorneys' Fees and Litigation Costs approved by the Court shall be paid to
2 Class Counsel within thirty (30) calendar days after the Settlement becomes effective as defined
3 in Paragraph 15.b.

4 NOTICE TO THE PLAINTIFF CLASS

5 19. The Class and PAGA Notice shall be jointly drafted by the Parties, and as approved
6 by the Court, shall be sent by the Settlement Administrator to the Class Members by first-class
7 mail. The Class Notice shall be substantially in the form identified as **Exhibit 1** to this Settlement.

8 a. Within thirty (30) calendar days after preliminary approval of this
9 Settlement by the Court, Defendants shall provide to the Settlement Administrator the Class
10 Members' and PAGA Members' names, last-known addresses, last-known telephone numbers,
11 Social Security Numbers and the number of work weeks during the Class Period and the PAGA
12 Period. The Parties agree the contact information and Social Security Numbers will be used only
13 by the Settlement Administrator for the sole purpose of effectuating the Settlement and will not be
14 provided to Class Counsel at any time or in any form. The Settlement Administrator shall take
15 reasonable steps to protect the confidential and private information. To the extent Class Counsel
16 possesses or comes to possess the contact information and/or Social Security Numbers from the
17 Settlement Administrator, Class Counsel shall return all such information (including copies and
18 data or information derived therefrom) within seven (7) calendar days from the date the Court
19 finally approves the Settlement, shall destroy all copies in any form of such information, and shall
20 not retain, maintain or use such information for any purpose. The information provided for above
21 shall be based on Defendants' payroll and other business records and in a format acceptable to the
22 Settlement Administrator. Defendants agree to consult with the Settlement Administrator prior to
23 the production date to ensure that the format will be acceptable to the Settlement Administrator.
24 The information will need to be provided to the Settlement Administrator by reasonable security
25 measures and reasonably secure technology. The Settlement Administrator will run a check of the
26 Class Members' addresses against those on file with the U.S. Postal Service's National Change of
27 Address List. Within forty-five (45) calendar days of preliminary approval of this Settlement, the
28 Settlement Administrator will mail the Class and PAGA Notice to Class Members and PAGA

1 Members.

2 b. Class and PAGA Notices returned to the Settlement Administrator as
3 non-delivered shall be resent to the forwarding address, if any, on the returned envelope. If there
4 is no forwarding address, the Settlement Administrator will do an NCOA check and will skip-trace
5 return mail and re-mail within three (3) business days of receipt using the Class Member's Social
6 Security Number; this search will be performed only once per Class Member by the Settlement
7 Administrator. Class Members and PAGA Members will have a maximum of fifteen (15) calendar
8 days from the date of the re-mailing due to an undeliverable notice to cure the deficiency, or until
9 the end of the opt out deadline, whichever is later. Upon completion of these steps by the
10 Settlement Administrator, Defendants and the Settlement Administrator shall be deemed to have
11 satisfied their obligations to provide the Class and PAGA Notice to the affected member of the
12 Settlement Class. The affected member of the Settlement Class shall remain a member of the
13 Settlement Class and shall be bound by all the terms of the Stipulation of Settlement and the
14 Court's Order and Final Judgment.

15 c. The Class and PAGA Notice shall also identify the procedures for opting
16 out of or objecting to the Class Settlement.

17 d. Class Counsel shall provide to the Court, at least sixteen (16) court days
18 before the Final Fairness hearing, an initial declaration by the Settlement Administrator of due
19 diligence and proof of mailing with regard to the mailing of the Class and PAGA Notice.

20 ADMINISTRATION PROCESS

21 20. The Class Members will have forty-five (45) calendar days from the date of mailing
22 in which to submit Requests for Exclusion. PAGA Members are not entitled to opt out as a PAGA
23 Member.

24 21. Defendants, on behalf of the Released Parties, will pay to the Settlement
25 Administrator the Maximum Settlement Amount within 30 days after entry of the final order of
26 judgment. Checks for Settlement Awards and PAGA Awards shall remain valid and negotiable for
27 one hundred twenty (120) calendar days from the date of their issuance; the Parties agree the
28 Settlement Administrator will send one (1) reminder notice to all Participating Class Members and

1 PAGA Members who have not cashed the Settlement Award or PAGA Award check thirty (30)
2 calendar days prior to the deadline; upon the deadline to cash the Settlement Award and PAGA
3 Award checks, the checks will automatically be cancelled by the Settlement Administrator if not
4 cashed by the Participating Class Member or the PAGA Member within that time, at which point
5 the Participating Class Members' and PAGA Members' claims will be deemed void and of no
6 further force or effect, and the Class Members' and PAGA Members' claims will remain released
7 by the Settlement. The checks provided to Participating Class Members and PAGA Members shall
8 prominently state the expiration date or a statement that the checks will expire in one hundred
9 twenty (120) days, or alternatively, such a statement may be made in a letter accompanying the
10 check. Expired Settlement Award and PAGA Award checks will not be reissued, except for good
11 cause and as mutually agreed by the Parties in writing. Any residue from uncashed Settlement
12 Award or PAGA Award checks after the expiration date will be paid within fourteen (14) calendar
13 days after the one hundred twenty (120)-day check cashing period expires pursuant to California
14 Code of Civil Procedure section 384(b)(3) to the California Unclaimed Property Fund in the
15 individual's name. Upon completion of its calculation of payments, the Settlement Administrator
16 shall provide Defendants with a report listing the amount of all payments to be made to each
17 Participating Class Member and PAGA Member. The Settlement Administrator will be
18 responsible for making appropriate deductions, calculating and reporting the employer payroll
19 taxes on the Settlement Awards and PAGA Awards, paying to Class Counsel any Court-approved
20 Attorneys' Fees and Litigation Costs, paying to the Class Representative any Court-approved
21 Enhancement Award, paying the LWDA sixty-five percent (65%) of the amount allocated for
22 PAGA penalties above, paying the Settlement Administration Expenses, meeting tax reporting
23 obligations, and for issuing the individual Settlement Awards to Participating Class Members and
24 PAGA Awards to PAGA Members. Proof of compliance with the Court's final approval order will
25 be provided to counsel for the Parties by the Settlement Administrator within twenty-one (21) days
26 after all payment obligations and the check cashing deadline for Participating Class Members have
27 passed.

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1 OPTING OUT OF / OBJECTING TO THE SETTLEMENT

2 22. Opting Out of the Class Action Settlement. For those Class Members who do not
3 wish to participate in the Class Settlement, such Class Members may exclude themselves from the
4 Class Settlement by submitting a timely written request to the Settlement Administrator. PAGA
5 Members cannot opt out as a PAGA Member or from the PAGA Settlement and release all
6 Released PAGA Claims during the PAGA Period. The written request (“Request for Exclusion”)
7 should state that he/she has received the “Notice of Proposed Class Action Settlement and Hearing
8 Date for Final Court Approval of Settlement,” they/he/she have/has decided not to participate in
9 the Class Settlement, and words to the effect that he/she desires to be excluded from the Class
10 Settlement. The Request for Exclusion must also state the individual’s full name, address, date of
11 birth, and dates they/he/she worked as a Class Member for Defendants in California. The Request
12 for Exclusion must be signed, dated, and mailed by First-Class U.S. Mail, or the equivalent, to the
13 Settlement Administrator. All Requests for Exclusion must be postmarked and mailed to the
14 Settlement Administrator no later than forty-five (45) calendar days after the Settlement
15 Administrator mails the Class Notice to the Class Members. Any individual who submits a Request
16 for Exclusion will not be allowed to object to the terms of the Settlement.

17 23. Objecting to the Class Action Settlement. Any individual who does not exclude
18 himself/herself from the Class Settlement can object to the terms of the Class Settlement in writing
19 before the deadline to object to the Class Settlement. To object, the individual must file a written
20 objection and a notice of intention to appear at the Final Approval hearing with the Clerk of the
21 San Joaquin County Superior Court of the State of California and send copies to the Settlement
22 Administrator, Class Counsel and counsel for Defendants. Any written objection must state each
23 specific reason in support of the objection and any legal support for each objection. The individual
24 must state his/her full name, address, date of birth, and dates he/she/they worked as a Class
25 Member in California for Defendants. To be valid and effective, any written objections to approval
26 of the Class Settlement must be filed with the Clerk of the Court and delivered to the Settlement
27 Administrator, Class Counsel, and counsel for Defendants no later than forty-five (45) calendar
28 days after the Settlement Administrator mails the Class and PAGA Notice. However,

1 a Participating Class Member may appear at the Final Approval hearing, either in person or
2 through his/her/their own counsel, and object to the Class Settlement and any of its terms without
3 submitting a prior objection in the manner and by the deadline specified above. If the Court rejects
4 the objection, the individual will be bound by the terms of the Settlement.

5 RELEASE BY THE CLASS

6 24. Released Class Claims. Effective upon the date of final approval by the Court of
7 this Stipulation of Settlement, and except as to such rights or claims as may be created by this
8 Stipulation of Settlement, the Settlement Class and each member of the Class who has not
9 submitted a valid Request for Exclusion fully release and discharge the Released Parties from all
10 claims under state, federal, and local law that were or could have been asserted based on the facts
11 and allegations made in the Action, and any amendments thereto, as to the Class Members,
12 including without limitation, California Labor Code sections 201, 202, 203, 204, 218, 226, 226.7,
13 246, 510, 512, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, California
14 Industrial Commission Wage Orders, Cal. Code Regs., Title. 8, sections 11040, *et seq.*, and
15 Business and Professions Code sections 17200, *et seq.*, California Code of Civil Procedure section
16 1021.5, and including all claims for or related to alleged unpaid wages, minimum wages, hours
17 worked, overtime or double time wages, regular rate of pay, bonus and incentive pay, timely
18 payment of wages during employment, timely payment of wages at separation, unreimbursed
19 business expenses, wage statements, payroll records and recordkeeping, meal periods and meal
20 period premiums, rest breaks and rest break premiums, failure to pay additional 401(k) benefits
21 and/or deferred compensation benefits and/or matching benefits for payments received under the
22 Settlement, unfair competition, unfair business practices, unlawful business practices, fraudulent
23 business practices, class actions, representative actions, aggrieved party claims, declaratory relief,
24 penalties of any nature (including but not limited to civil penalties and waiting-time penalties),
25 interest, fees, costs, as well as all other claims and allegations alleged in the Action (collectively,
26 “Released Class Claims”) from July 26, 2020 through the date the Court preliminarily approves
27 the Settlement (“Class Release Period”). Expressly excluded from the release are claims for
28 retaliation, violation of the Fair Employment and Housing Act, unemployment insurance,

1 disability, workers' compensation, or claims outside the Released Class Claims.

2 25. Released PAGA Claims. Effective upon the date of final approval by the Court of
3 this Stipulation of Settlement, the claims to be released by the PAGA Members include all claims
4 arising during the PAGA Period seeking civil penalties under PAGA, that Plaintiff as proxy for
5 the State of California and/or the LWDA, to the maximum extent permitted by law, and as a private
6 attorney general acting on behalf of Plaintiff and the PAGA Members, asserted or could reasonably
7 have asserted based on the facts alleged in the Action and/or the LWDA letter, including but not
8 limited to all claims arising under the California Labor Code including, but not limited to, sections
9 201, 202, 203, 204, 218, 226, 226.7, 246, 510, 512, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1,
10 1198, 2800, 2802, and 2698, *et seq.*, California Industrial Commission Wage Orders, California
11 Code of Regulations, Title. 8, sections 1040, *et seq.*, and Business and Professions Code sections
12 17200, *et seq.*, and California Code of Civil Procedure section 1021.5 based on the facts alleged
13 in the Action (collectively "Released PAGA Claims"). The Settlement shall release and bar all
14 Released PAGA Claims by or on behalf of Plaintiff and all PAGA Members from July 26, 2023
15 through the date the Court preliminarily approves the Settlement ("PAGA Release Period"), and
16 for the entire PAGA Release Period, regardless of whether Plaintiff and/or a PAGA Member
17 negotiate (cash) their/his/her settlement checks sent pursuant to this Settlement and regardless of
18 whether any such PAGA Member opts out or attempts to exclude themselves/himself/herself from
19 the Settlement.

20 26. In addition to the Released Class Claims identified in Paragraph 24 and the
21 Released PAGA Claims in Paragraph 25, Plaintiff agrees to generally release the Released Parties
22 from any and all claims, whether known or unknown, under all federal, state and local statutes,
23 and federal and state common law (including but not limited to those for contract, tort and equity),
24 except for workers' compensation claims. Plaintiff acknowledges the language of Section 1542 of
25 the California Civil Code, which provides:

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

1 Plaintiff expressly waives the protection of Section 1542. Plaintiff understands and agrees that
2 claims or facts in addition to or different from those which are now known or believed by him to
3 exist may hereafter be discovered. It is Plaintiff's intention to settle fully and release all of the
4 claims, except for workers' compensation claims, Plaintiff now has against the Released Parties,
5 whether known or unknown, suspected or unsuspected.

6 DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

7 27. To effectuate the terms of the Settlement, the Parties agree all formal and informal
8 discovery shall be stayed pending Court approval of the Settlement. Class Counsel agrees to notify
9 the Court of the Settlement through a Notice of Proposed Class Action Settlement, and to request
10 that all current Court deadlines be continued pending Court approval of the Settlement. Class
11 Counsel agrees to cease all affirmative communication (oral and written) with the putative class
12 members, other than through Court-approved notices; this provision does not prevent Class
13 Counsel from communicating with any Class Members or PAGA Member who may contact Class
14 Counsel. Plaintiff shall promptly submit this Stipulation of Settlement to the San Joaquin County
15 Superior Court in support of Plaintiff's Motion for Preliminary Approval and determination by the
16 Court as to its fairness, adequacy and reasonableness. Plaintiff agrees to provide Defendants the
17 opportunity to review, and to approve before filing, Plaintiff's Motion for Preliminary Approval.
18 At the same time Plaintiff submits this Stipulation of Settlement to the San Joaquin County
19 Superior Court, Plaintiff agrees to submit a copy of the Stipulation of Settlement to the LWDA.
20 Promptly upon execution of this Stipulation of Settlement, Plaintiff shall apply to the Court for the
21 entry of an order preliminarily approving the Settlement in a form that is mutually agreeable
22 between the Parties and also provides for the following:

23 a. Scheduling a Final Fairness hearing on the question of whether the proposed
24 Settlement, including payment of Attorneys' Fees and Litigation Costs, Administration Expenses
25 and the Class Representative's Enhancement Award should be finally approved as fair, reasonable,
26 and adequate as to the members of the Settlement Class;

27 b. Certifying a Settlement Class, Plaintiff as Class Representative and
28 Lawyers *for* Justice, PC as Class Counsel;

- 1 c. Approving as to form and content the proposed Class and PAGA Notice;
- 2 d. Approving the manner and method for Class Members to request exclusion
- 3 from the Settlement as contained herein and within the Class and PAGA Notice;
- 4 e. Directing the mailing of the Class and PAGA Notice by first-class mail to
- 5 the Class Members and PAGA Members;
- 6 f. Preliminarily approving the Settlement subject only to the objections of
- 7 Class Members and PAGA Members, and final review by the Court; and
- 8 g. Enjoining Plaintiff and all Class Members from filing or prosecuting any
- 9 other cases, claims, suits, or administrative proceedings (including filing claims with the Division
- 10 of Labor Standards Enforcement of the California Department of Industrial Relations) regarding
- 11 the Released Class Claims, unless and until such Class Members have filed valid Requests for
- 12 Exclusion with the Settlement Administrator and the time for filing Requests for Exclusion with
- 13 the Settlement Administrator has elapsed.
- 14 h. To effectuate the terms of the Settlement, the Parties agree all formal
- 15 discovery shall be stayed pending Court approval of the Settlement. Defendants agree to provide
- 16 Plaintiff with a representative random sample of time and pay data of Class Members to support
- 17 Court approval of the Settlement. Class Counsel further agrees to not initiate any direct
- 18 communication with any putative class members currently employed by Defendants, other than
- 19 through Court-approved notices; this provision does not prevent Class Counsel from
- 20 communicating with any Class Members who may contact Class Counsel.
- 21 i. The Preliminary Approval Order shall be substantially in the form identified
- 22 as **Exhibit 2** to this Stipulation of Settlement.

23 **DUTIES OF THE PARTIES FOR FINAL COURT APPROVAL**

24 28. Plaintiff agrees to provide Defendants the opportunity to review, and to approve

25 before filing, Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement. Class

26 Counsel agrees to submit a proposed final order and judgment mutually agreeable between the

27 Parties, and substantially in the form identified as **Exhibit 3** to this Stipulation of Settlement, and

28 provides for the following:

a. Approving the Settlement, adjudging the terms thereof to be fair, reasonable, and adequate, and directing consummation of its terms and provisions;

b. Approving Class Counsel's application for an award of Attorneys' Fees and Litigation Costs;

c. Approving the Enhancement Award to the Class Representative; and

d. Entering judgment in accordance with Rule 3.769(h) of the California Rules of Court, and permanently barring and enjoining all Class Members and PAGA Members from prosecuting against: (i) Defendants; (ii) each of Defendants' respective, present and future parents, subsidiaries, partners and affiliates, including, without limitation, any corporation, limited liability company or partnership; (iii) the past, present and future board members, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors and assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing.

PARTIES' AUTHORITY

29. The signatories hereto hereby represent that they are fully authorized to enter into this Stipulation of Settlement and bind the Parties hereto to the terms and conditions thereof.

MUTUAL FULL COOPERATION

30. The Parties agree to fully cooperate with each other to accomplish the terms of this Stipulation of Settlement, including but not limited to execution of such documents and taking such other action as reasonably may be necessary to implement the terms of this Stipulation of Settlement. The Parties shall use their best efforts, including all efforts contemplated by this Stipulation of Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Stipulation of Settlement and the terms set forth herein. As soon as practicable after execution of this Stipulation of Settlement, Class Counsel shall, with the assistance and cooperation of Defendants and their counsel, take all necessary steps to secure the Court's final approval of this Stipulation of Settlement.

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1 31. The Parties and their respective counsel agree that they will not attempt to
2 encourage or discourage Class Members from filing Requests for Exclusion.

3 NO PRIOR ASSIGNMENTS

4 32. The Parties and their counsel represent, covenant, and warrant that they have not,
5 directly or indirectly, assigned, transferred or encumbered, or purported to assign, transfer or
6 encumber, to any person or entity any portion of any liability, claim, demand, action, cause of
7 action or right herein released and discharged except as set forth herein.

8 NO ADMISSION

9 33. Nothing contained herein, nor the consummation of this Stipulation of Settlement,
10 is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on
11 the part of Defendants. Each of the Parties hereto has entered into this Stipulation of Settlement
12 solely with the intention to avoid further disputes and litigation with the attendant inconvenience
13 and expenses.

14 ENFORCEMENT ACTIONS

15 34. The Parties agree that the San Joaquin County Superior Court shall retain
16 jurisdiction to enforce the terms of this Settlement pursuant to California Code of Civil Procedure
17 section 664.6. In the event one or more of the Parties to this Stipulation of Settlement institutes
18 any legal action or other proceeding against any other Party or Parties to enforce the provisions of
19 this Stipulation of Settlement or to declare rights or obligations under this Stipulation of
20 Settlement, the successful Party or Parties shall be entitled to recover from the unsuccessful Party
21 for Parties' reasonable attorneys' fees and litigation costs, including expert witness fees, incurred
22 in connection with any enforcement actions.

23 NOTICES

24 35. Unless otherwise specifically provided herein, all notices, demands or other
25 communications given hereunder shall be in writing and shall be deemed to have been duly given
26 as of the third (3rd) business day after mailing by United States registered or certified mail, return
27 receipt requested, addressed as follows:

28 ///

1 **To Plaintiff and the Settlement Class:**

2 Arby Aiwazian, Esq.
3 Joanna Ghosh, Esq.
4 Brian J. St. John, Esq.
5 Erica Stepanian, Esq.
6 LAWYERS *for* JUSTICE
7 450 North Brand Blvd., Suite 900
8 Glendale, California 91203

9 **To Defendants:**

10 Cary G. Palmer, Esq.
11 JACKSON LEWIS P.C.
12 400 Capitol Mall, Suite 1600
13 Sacramento, California 95814

14 **NO PUBLIC COMMENT**

15 36. The Class Representatives and Class Counsel will not make any public disclosure
16 of the Settlement, except through Court filings to preliminarily and finally approve the Settlement.
17 Class Counsel will take all steps necessary to ensure that the Class Representatives are aware of,
18 and will ensure that the Class Representatives adhere to, the restriction against any public
19 disclosure of the Settlement. Following preliminary Court approval of the Settlement, the Class
20 Representatives and Class Counsel will not initiate any communications (directly or indirectly)
21 with the media regarding the Action. Notwithstanding the foregoing, the Class Representatives
22 and Class Counsel may, in response to a communication initiated by the media, direct the inquiring
23 media member to the public records of the Action on file with the Court. Class Counsel will take
24 all steps reasonably necessary to ensure that the Class Representatives are aware of, and will ensure
25 that he will adhere to, the restriction against any media comment on the Settlement and its terms.

26 **CONSTRUCTION**

27 37. The Parties hereto agree that the terms and conditions of this Stipulation of
28 Settlement are the result of arms-length negotiations and private mediation between the Parties
29 and this Stipulation of Settlement shall not be construed in favor of or against any party by
30 reason of the extent to which any party or his, her or its counsel participated in the drafting of this
31 Stipulation of Settlement.

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CAPTIONS AND INTERPRETATIONS

38. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Stipulation of Settlement or any provision of it. Each term of this Stipulation of Settlement is contractual and not merely a recital.

MODIFICATION

39. This Stipulation of Settlement may not be changed, altered, or modified, except in writing and signed by counsel for the Parties hereto and approved by the Court. This Stipulation of Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by counsel for the Parties hereto.

INTEGRATION CLAUSE

40. This Stipulation of Settlement and the Confidential Memorandum of Understanding contain the entire agreement between the Parties relating to the Settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party’s legal counsel, are merged herein. No rights hereunder may be waived except in writing.

BINDING ON ASSIGNS

41. This Stipulation of Settlement shall be binding upon and inure to the benefit of the Parties and the Released Parties hereto, and their respective heirs, trustees, executors, administrators, successors, and assigns.

CLASS MEMBER SIGNATORIES

42. It is agreed that because the Class Members and PAGA Members are so numerous, it is impossible or impractical to have Class Members and PAGA Members execute this Stipulation of Settlement. The Class and PAGA Notice will advise all Class Members and PAGA Members of the binding nature of the release, and the release shall have the same force and effect as if this Stipulation of Settlement were executed by each Class Members and PAGA Member.

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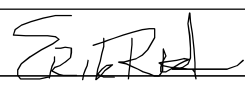
COUNTERPARTS

43. This Stipulation of Settlement may be executed in counterparts and by facsimile signatures, and when each Party has signed and delivered at least one such counterpart, each counterpart, including e-mail and PDF versions, shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Stipulation of Settlement binding upon and effective as to all Parties.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiff and Defendants as of the date(s) set forth below:

PLAINTIFF AND CLASS REPRESENTATIVE:

Dated: 12/18/2025

By: 
Erik Rodriguez Hernandez

DEFENDANT TERRACON CONSULTANTS, INC.

Dated: 12/23/25

By: 
Authorized Officer or Agent
Terracon Consultants, Inc.

DEFENDANT TVSC, INC.

Dated: 12/23/25

By: 
Authorized Officer or Agent
TVSC, Inc.

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1 APPROVED AS TO FORM:

2 **LAWYERS *for* JUSTICE, PC**

3
4 Dated: December 18, 2025

By: 

Joanna Ghosh
Brian J. St. John
Erica Stepanian

Attorneys for Plaintiff Erik Rodriguez Hernandez,
Class Members, and PAGA Members

8
9 **JACKSON LEWIS P.C.**

10 Dated: March 27, 2026

By: 

Cary G. Palmer

Attorneys for Defendants
TERRACON CONSULTANTS, INC.
and TVSC, INC.

14
15 4906-9214-6816, v. 1

EXHIBIT 1

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN**

ERIK RODRIGUEZ HERNANDEZ,
individually and on behalf other members of the
general public similarly situated and aggrieved
employees,

Plaintiff,

v.

TERRACON CONSULTANTS, INC., a
Delaware corporation; TVSC, INC., a Delaware
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: STK-CV-UOE-2024-0008820

**NOTICE OF PROPOSED CLASS ACTION AND
PAGA SETTLEMENT, AND HEARING DATE FOR
FINAL COURT APPROVAL OF SETTLEMENT**

**ATTENTION: ALL PERSONS EMPLOYED BY TERRACON CONSULTANTS, INC. AND/OR TSVC, INC. AS
NON-EXEMPT EMPLOYEES IN CALIFORNIA FROM JULY 26, 2020 THROUGH THE DATE THE COURT
PRELIMINARILY APPROVED THE SETTLEMENT:**

**PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF
CLASS ACTION LITIGATION. IF YOU ARE A CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION ABOUT
YOUR RIGHT TO RECEIVE PAYMENT OR TO OPT OUT OF THE SETTLEMENT ACCORDING TO THE
PROCEDURES DESCRIBED BELOW.**

**IF YOU DO NOT WISH TO RECEIVE PAYMENT UNDER THE SETTLEMENT OR PARTICIPATE IN THE
SETTLEMENT, YOU MUST REQUEST TO BE EXCLUDED FROM THE SETTLEMENT CLASS ON OR BEFORE**

Pursuant to the Order Granting Preliminary Approval of Class Action and PAGA Settlement of the Superior Court of the State
of California in and for San Joaquin County entered [REDACTED], YOU ARE HEREBY NOTIFIED AS FOLLOWS:

A class action settlement has been reached between the Parties in the above-captioned lawsuit pending in the Superior Court
of the State of California for the County of San Joaquin on behalf of all persons currently and formerly employed by Defendants Terracon
Consultants, Inc. and TVSC, Inc. (collectively, "Defendants") as non-exempt employees in California from July 26, 2020 through the
date this Court preliminarily approved the Settlement (the "Settlement Class" or "Class Members"); the Settlement Class does not
include persons who submit valid Requests for Exclusion (as explained below), or who previously settled, released or received awards
for claims covered by the Settlement. All Class Members who worked any hours for Defendants in California during any work week
from July 26, 2023 through the date this Court preliminarily approved the Settlement are aggrieved employees with respect to the
California Private Attorneys General Act ("PAGA") ("PAGA Members"), and will be paid their PAGA Award and release the Released
PAGA Claims regardless of whether they submit a timely and valid Request for Exclusion from the Class Settlement.

The "Released Parties" in the Action include: (i) Defendants Terracon Consultants, Inc. and TVSC, Inc.; (ii) each of
Defendants' respective, present and future parents, subsidiaries, partners, affiliates and brands, including, without limitation, any
corporation, limited liability company or partnership; (iii) the past, present and future board members, directors, officers, agents,
employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators,
fiduciaries, benefit plans, transferees, predecessors, successors and assigns of any of the foregoing; and (iv) any individual or entity
which could be jointly liable with any of the foregoing.

You have received this notice because records indicate you worked for Defendants as a non-exempt employee in California
during the Class Period and/or PAGA Period (defined below). This notice is to advise you of how you can either participate in the
Settlement or be excluded from the Settlement.

I. BACKGROUND OF THE CASE

On July 26, 2024, Plaintiff filed a Class Action Complaint in San Joaquin County Superior Court, asserting the following ten causes of action against Defendants: (1) Failure to provide overtime wages (Labor Code §§ 510 and 1198); (2) Failure to provide meal periods (Labor Code §§ 226.7 and 512); (3) Failure to provide rest periods (Labor Code § 226.7); (4) Failure to provide minimum wages (Labor Code §§ 1194, 1197, and 1197.1); (5) Failure to pay final wages at separation – waiting time penalties (Labor Code §§ 201-202); (6) Failure to pay wages during employment (Labor Code § 204); (7) Failure to provide accurate wage statements (Labor Code § 226); (8) Failure to maintain required payroll records (Labor Code § 1174); (9) Failure to reimburse necessary business expenses (Labor Code §§ 2800 and 2802); and (10) Unfair Competition (Business and Professions Code §§ 17200, *et seq.*). On July 14, 2025, Plaintiff filed a First Amended Class Action and PAGA Representative Complaint against Defendants realleging his prior class claims and adding a cause of action for violations of PAGA, Labor Code section 2698, *et seq.* Plaintiff's First Amended Class Action and PAGA Enforcement Complaint includes all Released Claims (defined below) and Released PAGA Claims (defined below) ("Operative Complaint" or "Action"). Plaintiff's Operative Complaint alleges a failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods and meal period premiums, failure to provide rest periods and rest period premiums, failure to furnish accurate itemized wage statements, failure to reimburse business expenses, failure to provide timely wages during employment, failure to provide all wages due upon separation of employment, failure to maintain payroll records, unfair competition, unfair business practices, and a PAGA cause of action, on behalf of all persons currently and formerly employed by Defendants as non-exempt employees in California from July 26, 2020 through the date this Court preliminarily approved the Settlement ("Class Members") and all Class Members who worked any hours for Defendants in California from July 26, 2023 through the date the Court preliminarily approved the Settlement ("PAGA Members"). Plaintiff's Operative Complaint seeks recovery of compensatory damages, restitution, penalties, interest, and attorneys' fees and costs. Defendants deny all claims and denies that Plaintiff and the Class Members and PAGA Members are entitled to any recovery.

The Parties engaged in arms-length settlement negotiations. Without an admission of liability or wrongdoing, the Parties reached a settlement at mediation. The Class Period is from July 26, 2020 through the date this Court preliminarily approved the Settlement (the "Class Period"). The PAGA period is from July 26, 2023 through the date this Court preliminarily approved the Settlement ("PAGA Period"). The Action has been actively litigated. There have been investigations and there has been an exchange of extensive documentation and data. Furthermore, the Parties participated in arms-length settlement negotiations and private mediation. Based upon the negotiations and mediation, and all known facts and circumstances, including the various risks and uncertainties related to legal actions including the complete defenses to liability potentially available to Defendants, the inherent risk of trial on the merits, the risk of denial of class certification, and the delays associated with litigation, the Parties reached the Settlement. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Settlement, Defendants continue to deny all allegations and claims, and entering into the Settlement is not an admission of wrongdoing or liability.

The Parties have entered into a Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiff and Defendants ("Joint Stipulation" or "Settlement"), which has been preliminarily approved by the Court. If you are part of the Settlement Class, you have the opportunity to participate in the Settlement, or to exclude yourself ("opt out") from the Settlement. PAGA Members are not eligible to exclude themselves from, or to opt out of, the Released PAGA Claims.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Amount of the Settlement

Under the terms of the Settlement, Defendants agree to pay a Maximum Settlement Amount of \$795,000.00 for all claims, attorneys' fees and costs, enhancement award, penalties of any nature, including PAGA penalties and settlement administration expenses ("Maximum Settlement Amount"). Deducted from this Maximum Settlement Amount will be sums approved by the Court for attorneys' fees not to exceed thirty-five (35%) of the Maximum Settlement Amount which equals \$278,250.00, attorneys' costs not to exceed \$25,000.00, an Enhancement Award to the Class Representatives not to exceed \$7,500.00, the fees and expenses of the settlement administrator estimated not to exceed \$6,500, and \$52,000.00 payable to the California Labor and Workforce Development Agency ("LWDA") for alleged PAGA penalties, which will result in a "Net Settlement Amount" for distribution to all Class Members. As explained further below, the amount of each Class Member's Settlement Award will depend on the number of weeks worked by participating Class Members during the Class Period. This notice includes for each Class Member the number of weeks each Class Member worked during the Class Period based upon each Class Member's time clock data, and their/his/her estimated Settlement Award. This notice will also list for each PAGA Member the number of weeks worked during the PAGA Period based upon each PAGA Member's wage and hour data.

B. Settlement Formula, and Settlement Awards

Defendants will pay Settlement Awards through a Settlement Administrator, as described below, to each Class Member who has not submitted a Request for Exclusion from the Settlement. All Settlement Awards will be subject to appropriate taxation. The

Parties have agreed, based on the allegations in the Action, that all Settlement Awards payable to eligible Participating Class Members will be allocated from the Net Settlement Amount and paid as follows: one third (1/3) will be allocated to alleged unpaid wages for which IRS Forms W-2 will issue; one third (1/3) will be allocated to alleged unpaid penalties for which IRS Forms 1099-MISC will issue; and one third (1/3) will be allocated to alleged unpaid interest for which IRS Forms 1099-MISC will issue. Individual PAGA awards (“PAGA Award(s)”) for the PAGA Members will be paid from the PAGA Penalty Amount, after the required payment to the LWDA, as alleged penalties for which IRS Form 1099 will issue. Receipt of the Settlement Awards will not entitle any Participating Class Member to additional compensation or benefits under any company compensation or benefit plan or agreement in place during period covered by Settlement.

C. Calculations to Be Based on Defendants’ Records

Defendants will calculate the number of weeks worked by all Class Members during the Class Period, and the number of weeks worked by PAGA Members during the PAGA Period, based on each person’s data. Partial workweeks will not be counted; however, if a Class Member or PAGA Member worked only one day as a Class Member or PAGA Member, such Class Member or PAGA Member will be credited with having worked one workweek for purposes of the Settlement. Defendants’ records will be presumed correct unless evidence to the contrary is provided to the Settlement Administrator.

D. Release of Claims

The Joint Stipulation contains a release, which releases Defendants and the Released Parties from all claims under state, federal, and local law alleged in the Action and that reasonably could have been alleged in the Action based on the factual allegations contained in the Complaint in the Action and any amendments thereto, as to the Class Members, including without limitation, California Labor Code sections 201, 202, 203, 204, 218, 226, 226.7, 246, 510, 512, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, California Industrial Commission Wage Orders, Cal. Code Regs., Title. 8, sections 11040, et seq., and Business and Professions Code sections 17200, et seq., California Code of Civil Procedure section 1021.5, and including all claims for or related to alleged unpaid wages, minimum wages, hours worked, overtime or double time wages, regular rate of pay, bonus and incentive pay, timely payment of wages during employment, timely payment of wages at separation, unreimbursed business expenses, wage statements, payroll records and recordkeeping, meal periods and meal period premiums, rest breaks and rest break premiums, failure to pay additional 401(k) benefits and/or deferred compensation benefits and/or matching benefits for payments received under the Settlement, unfair competition, unfair business practices, unlawful business practices, fraudulent business practices, class actions, representative actions, aggrieved party claims, declaratory relief, penalties of any nature (including but not limited to civil penalties and waiting-time penalties), interest, fees, costs, as well as all other claims and allegations alleged in the Action (collectively, “Released Class Claims”) from July 26, 2020 through the date the Court preliminarily approves the Settlement (“Class Release Period”). Expressly excluded from the release are claims for retaliation, violation of the Fair Employment and Housing Act, unemployment insurance, disability, workers’ compensation, or claims outside the Released Class Claims.

The claims to be released by PAGA Members include all claims arising during the PAGA Period seeking civil penalties under PAGA that Plaintiff as proxy for the State of California and/or the LWDA, to the maximum extent permitted by law, and as a private attorney general acting on behalf of Plaintiff and the PAGA Members, asserted or could reasonably have asserted based on the facts alleged in the Action and/or the LWDA letter, including but not limited to all claims arising under the California Labor Code including, but not limited to, sections 201, 202, 203, 204, 218, 226, 226.7, 246, 510, 512, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, and 2698, et seq., California Industrial Commission Wage Orders, California Code of Regulations, Title. 8, sections 1040, et seq., and Business and Professions Code sections 17200, et seq., and California Code of Civil Procedure section 1021.5 based on the facts alleged in the Action (collectively, “Released PAGA Claims”). The Settlement shall release and bar all Released PAGA Claims by or on behalf of Plaintiff and all PAGA Members from July 26, 2023 through the date the Court preliminarily approves the Settlement (“PAGA Release Period”), and for the entire PAGA Release Period, regardless of whether Plaintiff and/or a PAGA Member negotiates (cashes) their/his/her settlement checks sent pursuant to the Settlement, and regardless of whether any PAGA Member opts out of the Released Class Claims. PAGA Members are not permitted to opt out of the Released PAGA Claims.

E. Resolution of Workweek Disputes

If a Class Member or PAGA Member disputes the accuracy of Defendants’ class data as to the number of weeks worked, any documentation supporting such dispute must be submitted by the Class Member or PAGA Member to the Settlement Administrator. Defendants’ records, class data and any additional evidence will be provided to and reviewed by the Settlement Administrator in the event of a dispute about the number of weeks worked by a Class Member or PAGA Member. All workweek disputes will be decided by the Settlement Administrator, and the Settlement Administrator’s decision on all disputes will be final and binding.

F. Enhancement Award for the Class Representative

Subject to approval by the Court, the Plaintiff and Class Representative Erik Rodriguez Hernandez will receive an Enhancement

Award of up to \$7,500.00. This payment will be made for his service as Class Representative, including active participation in prosecution of the Action, as well as willingness to accept the risk of incurring Class Counsel's costs or paying Defendants' attorneys' fees and costs for an unsuccessful outcome in the Action. The Class Representative also signed a general release of all claims, which is broader than the release applicable to all other Class Members, to be eligible for the Enhancement Award.

G. Attorneys' Fees and Costs

As consideration for the Settlement and in exchange for the release by the Settlement Class, Defendants agree to pay Class Counsel's attorneys' fees and costs to be set by the Court, up to a maximum of thirty-five percent (35%) of the Maximum Settlement Amount which equals \$278,250.00, and attorneys' costs not to exceed \$25,000.00. Class Counsel's attorneys' fees and costs will be paid and deducted from the Maximum Settlement Amount.

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER

A. Excluding Yourself from Class Action Portion of the Settlement

If you do not wish to participate in the Settlement, you may be excluded from being a Class Member (*i.e.*, "opt out") by submitting a timely written request to the Settlement Administrator stating you have received notice of the Settlement, decided not to participate in the Settlement, and desire to be excluded from the Settlement, or words to that effect ("Request for Exclusion"). Your Request for Exclusion must also state your full name, address, date of birth, and dates you were employed by Defendants as a non-exempt employee in California. The Request for Exclusion must be signed, dated, and mailed First-Class U.S. Mail, or equivalent, to:

Phoenix
[REDACTED]

Telephone: [REDACTED]

The Request for Exclusion must be postmarked no later than [REDACTED]. If you submit a Request for Exclusion which is not postmarked by [REDACTED], your Request for Exclusion will be rejected, and you will be bound by the Release and all other Settlement terms. If the Request for Exclusion is sent from within the United States, it must be sent through the United States Postal Service by First-Class Mail, or the equivalent. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your Request for Exclusion. Please note you may only exclude yourself as a Class Member and may not exclude yourself as a PAGA Member.

Any person who submits a complete and timely Request for Exclusion shall, upon receipt by the Claims Administrator, no longer be a Class Member, shall be barred from participating as a Class Member in the Settlement, shall not be entitled to object to the Settlement, shall receive no benefits as a Class Member from the Settlement, shall not be deemed to have relinquished the Released Claims against the Released Parties, and, at his or her own expense, may pursue any claims he or she may have against the Released Parties. PAGA Members are not entitled to opt out of the Released PAGA Claims and will receive their PAGA Award regardless of whether they/he/she opt(s) out as a Class Member.

B. Objection to Class Action Portion of the Settlement

If you do not exclude yourself from the Settlement, you can object to the terms of the Settlement before Final Approval. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. To object, you may file a written objection and a notice of intention to appear at the Final Approval hearing currently set for [REDACTED], in Department 10D. You must file the written objection and notice of intention to appear at the Final Approval Hearing with the Office of the Clerk of the San Joaquin County Superior Court at 180 East Weber Avenue, Stockton, California 95202, and send copies to the Claims Administrator, and Counsel as follows:

CLASS COUNSEL

Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Brian J. St. John, Esq.
Erica Stepanian, Esq.
LAWYERS FOR JUSTICE
450 North Brand Blvd., Suite 900
Glendale, California 91203

DEFENDANTS' COUNSEL

Cary G. Palmer, Esq.
JACKSON LEWIS P.C.
400 Capitol Mall, Suite 1600
Sacramento, California 95814

Any written objection must state each specific reason in support of your objection and any legal support for each objection. Your objection must also state your full name, address, date of birth, and dates you were employed as a non-exempt employee in California by Defendants. To be valid and effective, any objections to approval of the Settlement must be filed with the Clerk of the Court, 180 East Weber Avenue, Stockton, California 95202, and delivered to the Settlement Administrator and each of the above-listed attorneys no later than forty-five (45) calendar days after the Settlement Administrator mails this Class Notice to the Class Members. **PLEASE DO NOT TELEPHONE THE COURT.**

A Class Member may appear at the Final Approval Hearing either in person or through their own counsel, and may object to the Settlement and any of its terms without submitting a prior objection in the manner and by the deadline specified above. If you choose to file an objection to the terms of this Settlement, you may enter an appearance *in propria persona* (meaning you choose to represent yourself) or through your own attorney at your own expense. To do so, you must file an Entry of Appearance with the Clerk of the San Joaquin County Superior Court and deliver copies to the Settlement Administrator and each of the attorneys listed above. Such Entry of Appearance must be filed with the Court and delivered to the above attorneys no later than forty-five (45) days after the Settlement Administrator mails this Class Notice to Class Members. You will then continue as a Class Member either *in propria persona* or with representation by your own attorney, and you will be solely responsible for the fees and costs of your own attorney. The final fairness hearing at which the Court will be asked to approve the Settlement will be at [REDACTED] a.m./p.m. (Pacific Time) on [REDACTED], in Department 10D, Superior Court of the State of California for the County of San Joaquin, [REDACTED], or such other later date as the Court may authorize. You may also learn more about making a remote appearance in this matter by reviewing the webpage located at [www.\[REDACTED\]](http://www.[REDACTED]).

IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

Upon Final Approval being granted by the Court, each and every Class Member, who does not opt out of the Settlement, will release Defendants and the Released Parties from the Released Class Claims as described above. In other words, if you were employed as a Class Member by Defendants in California during the Class Period, and you do not exclude yourself from the Settlement Class, you will be deemed to have entered into this release and to have released the above-described Released Claims. Further, each and every PAGA Member will release Defendants and the Released Parties from the Released PAGA Claims. In addition, Class Members and PAGA Members will be barred from suing Defendants and the Released Parties with respect to the Released Class Claims and the Released PAGA Claims covered by this Settlement. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue as though it never existed.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Department 10D of the Superior Court of the State of California in and for the County of San Joaquin, [REDACTED], on [REDACTED], at [REDACTED] a.m./p.m. (Pacific Time), to determine whether the Settlement should be finally approved as fair, reasonable and adequate. The Court also will be asked to approve Class Counsel's request for attorneys' fees and costs, the costs of administration, and the Enhancement Award to be paid to the Class Representatives. Class Counsel's application for attorneys' fees and litigation costs will be on file with the Court no later than [REDACTED] and will be available for review after that date. Class Counsel are seeking approval of a total of not more than thirty-five percent (35%) of the Settlement for attorneys' fees, equaling \$278,250.00, and not more than \$25,000.00 for attorneys' costs. The hearing may be continued without further notice to the Settlement Class. It is unnecessary for you to appear at the hearing unless you wish to object to the Settlement.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should consult the Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiff and Defendants ("Joint Stipulation or "Settlement"), which is on file with the Clerk of the Court. The pleadings and other records in this Action, including the Joint Stipulation, may be examined at any time during regular business hours at the Office of the Clerk of the San Joaquin County Superior Court, at 180 East Weber Avenue, Stockton, California 95202. You may also visit [www.\[REDACTED\]](http://www.[REDACTED]), which will include links to the Joint Stipulation, Class Notice, Motions for Preliminary and Final Approval, and Motion for Attorneys' Fees as they become available. If you want additional information about this lawsuit and its proceedings, you can contact Class Counsel:

Arby Aiwarzian, Esq.
Joanna Ghosh, Esq.
Brian J. St. John, Esq.
Erica Stepanian, Esq.
LAWYERS FOR JUSTICE
450 North Brand Blvd., Suite 900
Glendale, California 91203

Telephone: (818) 265-1020
Facsimile: (818) 265-1021

**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR
INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS.
BY ORDER OF THE SUPERIOR COURT.**

4911-4408-3072, v. 1

EXHIBIT 2

1 Arby Aiwarzian (SBN 269827)
arby@calljustice.com
2 Joanna Ghosh (SBN 272479)
joanna@calljustice.com
3 Brian St. John (SBN 304112)
brian@calljustice.com
4 Erica Stepanian (SBN 362054)
erica@calljustice.com
5 **LAWYERS for JUSTICE, PC**
450 North Brand Blvd., Suite 900
6 Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021
7 *Attorneys for Plaintiff*

8
9
10 SUPERIOR COURT OF CALIFORNIA
11 COUNTY OF SAN JOAQUIN

12 ERIK RODRIGUEZ HERNANDEZ,
13 individually and on behalf of other members of
the general public similarly situated and
aggrieved employees,

14 Plaintiff,

15 v.

16 TERRACON CONSULTANTS, INC., a
17 Delaware corporation; TSVC, INC., a Delaware
corporation; and DOES 1 through 10, inclusive,

18 Defendants.
19
20
21
22

Case No. STK-CV-UOE-2024-0008820

ASSIGNED FOR ALL PURPOSES TO:
HON. BARBARA KRONLUND,
DEPARTMENT 10D

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Complaint Filed: July 26, 2024
FAC Filed: July 14, 2025
Trial Date: None Set

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1 CARY G. PALMER (SBN 186601)

2 JACKSON LEWIS P.C.
3 400 Capitol Mall, Suite 1600
4 Sacramento, CA 95814
5 Telephone: (916) 341-0404
6 Facsimile: (916) 341-0141
7 E-mail: Cary.Palmer@jacksonlewis.com
8 Samuel.Maselli@jacksonlewis.com

9 Attorneys for Defendants
10 TERRACON CONSULTANTS, INC. and
11 TSVC, INC.
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1 The Motion for Preliminary Approval of Class Action and PAGA Settlement (“Motion”)
2 of Plaintiff Erick Rodriguez Hernandez (“Plaintiff”) came before this Court on [REDACTED], in
3 Department 10D before the Honorable Barbara Kronlund, presiding. The Court having considered
4 the papers submitted in support of the Motion and good cause appearing therefor, hereby GRANTS
5 Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement.

6 **IT IS HEREBY ORDERED:**

7 1. The Court grants preliminary approval of the Settlement and the Settlement Class
8 based upon the terms set forth in the Joint Stipulation of Class Action and PAGA Settlement and
9 Release Between Plaintiff and Defendants (“Stipulation of Settlement” or “Settlement
10 Agreement”), attached as “**EXHIBIT 1**” to the Declaration of Brian J. St. John in Support of
11 Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement. All terms used
12 herein shall have the same meaning as defined in the Stipulation of Settlement.

13 2. The settlement set forth in the Stipulation of Settlement appears to be fair, adequate
14 and reasonable to the Class. The Settlement falls within the range of reasonableness and appears to
15 be presumptively valid, subject only to any objections that may be raised at the final fairness hearing
16 and final approval by this Court. It further appears to the Court that the Settlement, at this time, will
17 avoid substantial additional costs by all parties, as well as avoid the delay and risks that would be
18 presented by the further prosecution of the cases. It further appears that the Settlement has been
19 reached as the result of intensive, serious and non-collusive, arms-length negotiations, and was
20 entered into in good faith.

21 3. A final fairness hearing on the question of whether the proposed Settlement,
22 Attorneys’ Fees and Costs to Class Counsel, Class Representative’s Enhancement Award, penalties
23 of any nature and costs for Settlement Administration Expenses should be finally approved as fair,
24 reasonable and adequate as to the members of the Class is scheduled in Department 10D on the
25 date and time set forth in the Implementation Schedule in Paragraph 10 below.

26 4. This Court approves, as to form and content, the Notice of Proposed Class Action
27 and PAGA Settlement and Hearing Date for Final Court Approval of Settlement (“Class Notice”)
28 attached hereto as “**EXHIBIT A.**” The Class Notice shall be provided to Class Members in the

1 manner set forth in the Settlement. The Court finds that the Class Notice appears to fully and
2 accurately inform the Class Members of all material elements of the Settlement, of Class Members'
3 right to be excluded from the Class Settlement by submitting a Request for Exclusion, of Class
4 Members' and Aggrieved Employees' right to challenge the Workweek(s) and/or the Pay Period(s)
5 credited to each of them, and of each Participating Class Member's right and opportunity to object
6 to the Class Settlement. The Court further orders the Administrator to mail the Class Notice to all
7 Class Members no later than forty-five (45) calendar days of preliminary approval of this
8 Settlement.

9 5. The Court directs the mailing of the Class Notice by first-class mail to the Class
10 Members in accordance with the Implementation Schedule set forth in Paragraph 10 below. The
11 Court further finds that distribution of the Class Notice substantially in the manner and form set
12 forth in the Settlement Agreement and in the Implementation Schedule in this Order, meet the
13 requirements of due process and shall constitute due and sufficient notice to all persons entitled
14 thereto.

15 6. The Court concludes that, for settlement purposes only, the proposed Class meets
16 the requirements for certification under section 382 of the California Code of Civil Procedure in
17 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
18 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
19 community of interest amongst the members of the Class with respect to the subject matter of the
20 litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff
21 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
22 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
23 Counsel is qualified to act as counsel for Plaintiff individually and as the Class Representative.

24 7. The Court conditionally certifies for settlement purposes only, the Class, defined as
25 follows: all persons employed by Defendants in California as a non-exempt employee from July
26 26, 2020 through the date the Court preliminarily approves the Settlement.

27 8. The Court provisionally appoints Joanna Ghosh, Brian St. John, and Erica Stepanian
28 of Lawyers *for* Justice, PC as Class Counsel.

9. The Court confirms the appointment of Phoenix as the Settlement Administrator.

10. To facilitate administration of the Settlement pending final approval, the Court hereby enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits or administrative proceedings (including filing claims with the Division of Labor Standards Enforcement of the California Department of Industrial Relations) regarding claims released by the Settlement, unless and until such Class Members have filed valid Requests for Exclusion with the Settlement Administrator and the time for opting out of the class has elapsed.

10. The Court orders the following Implementation Schedule for further proceedings:

a.	Deadline for Defendants to Submit Class Member and PAGA Member Information to Settlement Administrator	30 calendar days after Order Granting Preliminary Approval
b.	Deadline for Settlement Administrator to Mail Class Notice to Class Members and PAGA Members	45 calendar days after Order Granting Preliminary Approval
c.	Deadline for Class Members to Postmark Requests for Exclusion	45 calendar days after mailing of Class Notice
d.	Deadline for Defendants to provide written Notice of Rescission of Settlement to Class Counsel (if applicable)	14 calendar days after the opt-out deadline
e.	Deadline for Receipt by Court, Settlement Administrator, and Counsel of any Objections to Settlement	45 calendar days after mailing of Class Notice
f.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees and Costs, and Enhancement Awards	16 Court days before Final Approval Hearing
g.	Deadline for Settlement Administrator to file Declaration of Due Diligence and Proof of Mailing	16 Court days before Final Approval Hearing
h.	Final Fairness Hearing and Final Approval	Date: Time: Department: 10D

i.	Deadlines for Defendants to fund the Maximum Settlement Amount	14 calendar days after entry of final order of judgment
j.	Deadline for Settlement Administrator to mail Settlement Awards and Enhancement Award, and to wire transfer Attorneys' Fees and Costs (if Settlement is Effective)	30 calendar days after the Effective Date
k.	Deadline for Class Members and PAGA Members to cash Settlement checks (if Settlement is Effective)	120 calendar days after Settlement Administrator mails Settlement Awards and Enhancement Award
l.	Deadline for Settlement Administrator to distribute uncashed Settlement checks amount to <i>cy pres</i> beneficiary (if Settlement is Effective)	14 calendar days after deadline for class members to cash Settlement checks
m.	Settlement Administrator to File Proof of Payment of Settlement Awards, Enhancement Award, Attorneys' Fees and Costs, <i>cy pres</i> payment, and payment to LWDA (if Settlement is Effective)	21 calendar days after deadline for Settlement Administrator to pay any unclaimed residue from uncashed Settlement checks to <i>cy pres</i> beneficiary

IT IS HEREBY ORDERED.

Dated: _____

By: _____
The Honorable Barbara Kronlund
Superior Court Judge

EXHIBIT 3

Arby Aiwarzian (SBN 269827)
aa@calljustice.com
Joanna Ghosh (SBN 272479)
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Brian J. St. John (SBN 304112)
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Attorneys for Plaintiff ERIK RODRIGUEZ HERNANDEZ

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN JOAQUIN

ERIK RODRIGUEZ HERNANDEZ,
individually and on behalf of other members of
the general public similarly situated and
aggrieved employees,

Plaintiff,

v.

TERRACON CONSULTANTS, INC., a
Delaware corporation; TSVC, INC., a Delaware
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. STK-CV-UOE-2024-0008820

ASSIGNED FOR ALL PURPOSES TO:
HON. BARBARA KRONLUND,
DEPARTMENT 10D

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS AND
PAGA SETTLEMENT**

Complaint Filed: July 26, 2024
FAC Filed: July 14, 2025
Trial Date: None Set

///
///

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4 Sacramento, CA 95814
5 Telephone: (916) 341-0404
6 Facsimile: (916) 341-0141
7 E-mail: Cary.Palmer@jacksonlewis.com

8 Attorneys for Defendants
9 TERRACON CONSULTANTS, INC.
10 and TSVC, INC.
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1 The above-referenced Class Action and PAGA Representative Action (“Action”) having
2 come before the Court on [REDACTED], in Department 10D before the Honorable Barabara
3 Kronlund, presiding for a hearing and Order Granting Final Approval of Class Action and PAGA
4 Settlement and Judgment (“Final Order”), consistent with the Court’s Preliminary Approval Order
5 (“Preliminary Approval Order”), filed and entered [REDACTED], and as set forth in the Joint
6 Stipulation of Class Action and PAGA Settlement and Release Between Plaintiff Erik Rodriguez
7 Hernandez and Defendants Terracon Consultants, Inc. and TVSC, Inc. (“Stipulation of Settlement”
8 or “Settlement”) in this Action, and due and adequate notice having been given to all Class
9 Members and PAGA Members as required in the Preliminary Approval Order, and the Court having
10 considered all papers filed and proceedings had herein and otherwise being fully informed, and
11 good cause appearing therefor,

12 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

13 1. All terms used herein shall have the same meaning as defined in the Stipulation of
14 Settlement.

15 2. Consistent with the definitions provided in the Stipulation of Settlement, the terms
16 “Settlement Class” and “Class Members” shall mean all persons employed by Defendants in
17 California as a non-exempt employee from July 26, 2020 through the date the Court preliminarily
18 approved the Settlement). The Settlement Class, however, shall not include any person who
19 previously settled or released the claims covered by this Settlement, or any person who previously
20 was paid or received awards through civil or administrative actions for the claims covered by this
21 Settlement, or any person who submitted a timely and valid Request for Exclusion as provided in
22 this Settlement. The “Class Period” shall July 26, 2020 through the date the Court preliminarily
23 approved the Settlement. All Class Members who worked any hours for Defendants in California
24 during any pay period from July 26, 2023 through the date the Court preliminarily approved the
25 Settlement are aggrieved employees with respect to the California Private Attorneys General Act
26 (“PAGA”) (“PAGA Members”). PAGA Members will be paid their PAGA Award and release the
27 Released PAGA Claims regardless of whether they submit a timely and valid Request for Exclusion
28 from the Settlement. PAGA Members are not eligible to exclude themselves from, or to opt out of,

1 the Released PAGA Claims (defined below). For purposes of the Settlement and this Final Order,
2 “Released Parties” as referenced herein and as released in the Settlement shall collectively mean:
3 (i) Defendants Terracon Consultants, Inc. and TVSC, Inc.; (ii) each of Defendants’ respective,
4 present and future parents, subsidiaries, partners and affiliates, including, without limitation, any
5 corporation, limited liability company or partnership; (iii) the past, present and future board
6 members, directors, officers, agents, employees, attorneys, insurers, members, partners, managers,
7 contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans,
8 transferees, predecessors, successors and assigns of any of the foregoing; and (iv) any individual
9 or entity which could be jointly liable with any of the foregoing.

10 3. This Court has jurisdiction over the subject matter of this Action and over all Parties
11 to this Action, including all Class Members and PAGA Members.

12 4. Distribution of the Class and PAGA Notice directed to the Class Members and
13 PAGA Members as set forth in the Stipulation of Settlement and the other matters set forth therein
14 has been completed in conformity with the Preliminary Approval Order, including notice to all
15 Class Members and PAGA Members who could be identified through reasonable effort, and is the
16 best notice practicable under the circumstances. The Class and PAGA Notice provided due and
17 adequate notice of the proceedings and of the matters set forth therein, including the proposed
18 Settlement set forth in the Stipulation of Settlement, to all persons entitled to such Class and PAGA
19 Notice, and the Class and PAGA Notice fully satisfied the requirements of due process. All Class
20 Members, PAGA Members, Released Class Claims and all Released PAGA Claims, are covered
21 by and included within the Settlement and this Final Order.

22 5. The Court hereby finds the Settlement was entered into in good faith pursuant to and
23 within the meaning of California Code of Civil Procedure section 877.6. The Court further finds
24 that the Settlement is fair, adequate and reasonable and that Plaintiff has satisfied the standards and
25 applicable requirements for final approval of this class action Settlement under California
26 law, including the provisions of California Code of Civil Procedure section 382 and Federal Rule
27 of Civil Procedure Rule 23, approved for use by the California state courts in *Vasquez v. Superior*
28 *Court* (1971) 4 Cal.3d 800, 821.

1 6. The Court hereby approves the Settlement set forth in the Stipulation of Settlement
2 and finds that the Settlement is, in all respects, fair, adequate and reasonable, and directs the Parties
3 to effectuate the Settlement according to its terms. The Court finds that the Settlement has been
4 reached as a result of arms-length negotiations and private mediation. The Court further finds that
5 the Parties have conducted investigation and research, and counsel for the Parties are able to
6 reasonably evaluate their respective positions. The Court also finds that Settlement at this time will
7 avoid additional substantial costs, as well as avoid the delay and risks that would be presented by
8 the further prosecution of the Action. The Court has reviewed the benefits that are being granted as
9 part of the Settlement and recognizes the significant value to the Class Members and PAGA
10 Members. The Court also finds that the Class is properly certified as a class for settlement purposes
11 only.

12 7. As of the date of entry of this Final Order, each and every Released Claim
13 (as defined in the Stipulation of Settlement and set forth below) of each and every Class Member
14 is and shall be deemed to be conclusively released as against the Released Parties. As of the date
15 of this Final Order, the Class Representatives and each and every Class Member who have not
16 submitted a valid Request for Exclusion are hereby released and forever barred and enjoined from
17 prosecuting the Released Claims, except as to such rights or claims as may be created by the
18 Settlement, against Defendants and the Released Parties from any and all claims under state, federal
19 and local law ultimately alleged in this Action and that reasonably could have been alleged in this
20 Action based on the factual allegations contained in the operative Complaint in this Action and any
21 amendments thereto, as to the Class Members, including without limitation, California Labor Code
22 sections 201, 202, 203, 204, 218, 226, 226.7, 246, 510, 512, 1174, 1174.5, 1194, 1194.2, 1197,
23 1197.1, 1198, 2800, and 2802, California Industrial Commission Wage Orders, Cal. Code Regs.,
24 Title. 8, sections 11040, *et seq.*, and Business and Professions Code sections 17200, *et seq.*,
25 California Code of Civil Procedure section 1021.5, and including all claims for or related to alleged
26 unpaid wages, minimum wages, hours worked, overtime or double time wages, regular rate of pay,
27 bonus and incentive pay, timely payment of wages during employment, timely payment of wages
28 at separation, unreimbursed business expenses, wage statements, payroll records and

1 recordkeeping, meal periods and meal period premiums, rest breaks and rest break premiums,
2 failure to pay additional 401(k) benefits and/or deferred compensation benefits and/or matching
3 benefits for payments received under the Settlement, unfair competition, unfair business practices,
4 unlawful business practices, fraudulent business practices, class actions, representative actions,
5 aggrieved party claims, declaratory relief, penalties of any nature (including but not limited to civil
6 penalties and waiting-time penalties), interest, fees, costs, as well as all other claims and allegations
7 alleged in the Action (collectively, “Released Class Claims”) from July 26, 2020 through the date
8 the Court preliminarily approved the Settlement (“Class Release Period”). Expressly excluded from
9 the release are claims for vested benefits, wrongful termination, violation of the Fair Employment
10 and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or
11 claims outside the Class Release Period. In addition, as of the date of this Final Order, the Class
12 Representatives and the Settlement Class, and each member of the Class who has not submitted a
13 valid Request for Exclusion, are forever barred and enjoined from instituting or accepting damages
14 or obtaining relief against the Released Parties for any period from July 26, 2020 through the date
15 the Court preliminarily approved the Settlement.

16 8. As of the date of entry of this Final Order, the claims to be released by the PAGA
17 Members include all claims arising during the PAGA Period seeking civil penalties under PAGA,
18 that Plaintiff as proxy for the State of California and/or the LWDA, to the maximum extent
19 permitted by law, and as a private attorney general acting on behalf of Plaintiff and the PAGA
20 Members, asserted or could reasonably have asserted based on the facts alleged in the Action and/or
21 the LWDA letter, including but not limited to all claims arising under the California Labor Code
22 but not limited to, sections 201, 202, 203, 204, 218, 226, 226.7, 246, 510, 512, 551, 552, 558, 1174,
23 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, and 2698, *et seq.*, California Industrial
24 Commission Wage Orders, California Code of Regulations, Title. 8, sections 1040. *et seq.*, and
25 Business and Professions Code sections 17200, *et seq.*, and California Code of Civil Procedure
26 section 1021.5 based on the facts alleged in the Action (collectively, “Released PAGA Claims”).
27 The Settlement shall release and bar all Released PAGA Claims by or on behalf of Plaintiff and all
28 PAGA Members from July 26, 2020 through the date the Court preliminarily approved the

1 Settlement (“PAGA Release Period”), and for the entire PAGA Release Period, regardless of
2 whether Plaintiff and/or a PAGA Member negotiates (cashes) their/his/her settlement checks sent
3 pursuant to the Settlement. PAGA Members cannot and do not have the right to opt out of the
4 PAGA Group and/or release their PAGA claims against the Released Parties. As such, an individual
5 opting out of the Settlement Class has no impact as to their/his/her standing and/or inclusion in the
6 PAGA Group assuming they/he/she qualify(ies) as a PAGA Member.

7 9. Neither the Settlement nor any of the terms set forth in the Stipulation of Settlement
8 is an admission by Defendants, or any of the other Released Parties, nor is this Final Order a finding
9 of the validity of any claims in this Action, or of any wrongdoing by Defendants or any of the other
10 Released Parties. Neither this Final Order, the Stipulation of Settlement, nor any document referred
11 to herein, nor any action taken to carry out the Stipulation of Settlement, may be construed as, or
12 may be used as, an admission by or against Defendants, or any of the other Released Parties, of any
13 fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Stipulation of
14 Settlement, and any negotiations or proceedings related thereto, shall not in any event be construed
15 as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses
16 by Defendants, or any of the other Released Parties, and shall not be offered in evidence in any
17 action or proceeding in any court, administrative agency or other tribunal for any purpose
18 whatsoever other than to enforce the provisions of this Final Order, the Stipulation of Settlement,
19 the Released Class Claims, the Released PAGA Claims, and any related agreement or release.
20 Notwithstanding these restrictions, any of the Released Parties may file in this Action, or submit in
21 any other proceeding, the Final Order, the Stipulation of Settlement, and any other papers and
22 records on file in this Action as evidence of the Settlement to support a defense of *res judicata*,
23 collateral estoppel, release or other theory of claim or issue preclusion or similar defense as to the
24 Released Class Claims and the Released PAGA Claims.

25 10. The Court hereby enters judgment in the entire Action as of the filing date of this
26 Final Order, pursuant to the terms set forth in the Stipulation of Settlement. Without affecting the
27 finality of this Final Order in any way, the Court hereby retains continuing jurisdiction over the
28 interpretation, implementation and enforcement of the Settlement and all orders entered in

1 connection therewith pursuant to California Code of Civil Procedure section 664.6.

2 11. The Court finds the settlement payments provided for under the Settlement to be fair
3 and reasonable in light of all of the circumstances. The Court orders the calculations and the
4 payments to be made and administered in accordance with the terms of the Settlement.

5 12. The Court hereby confirms Lawyers for Justice, PC. as Class Counsel for the
6 Settlement Class and for all PAGA Members.

7 13. The Court further finds that the common fund doctrine is applicable to this Action
8 because there is a sufficiently identifiable class of beneficiaries (“the Class”), the benefits can be
9 accurately traced to the Settlement that Plaintiff and Class Counsel negotiated on behalf of the
10 Class, and the fee can be shifted with exactitude to those benefiting as the fee request is a specific,
11 lump-sum percentage of the common fund. *See Serrano v. Priest* (1977) 20 Cal.3d 25, 34-35. The
12 Court finds the attorneys’ fees request of thirty-five percent (35%) of the Maximum Settlement
13 Amount to be appropriate compensation for Class Counsel. The attorneys’ fees request is within
14 the range that has been approved by other courts in similar cases and reasonable in light of the
15 circumstances of this Action, the substantial and beneficial results obtained on behalf of the Class,
16 and the contingent nature of the recovery over the course of this Action, which included potential
17 loss at summary judgment, certification and/or trial proceedings. Pursuant to the terms of the
18 Settlement, and the authorities, evidence, and argument submitted by Class Counsel, the Court
19 hereby awards Class Counsel Attorneys’ Fees in the amount of \$278,250.00 and Litigation Costs
20 in the amount of \$25,000.00, from the Maximum Settlement Amount as final payment for and
21 complete satisfaction of any and all Attorneys’ Fees and Litigation Costs incurred by and/or owed
22 to Class Counsel and any other person or entity related to this Action. The Court further orders that
23 the award of Attorneys’ Fees and Litigation Costs set forth in this Paragraph shall be administered
24 pursuant to the terms of the Stipulation of Settlement and made payable to and deposited into the
25 bank account of “Lawyers for Justice, PC” as Class Counsel in this Action.

26 14. The Court also hereby approves and orders payment of an Enhancement Award to
27 Plaintiff and Class Representative Erik Rodriguez Hernandez in the amount of \$7,500.00 from the
28 Maximum Settlement Amount.

1 15. The Court also finds that the Stipulation of Settlement has been submitted to the
2 LWDA in conformity with California Labor Code § 2699(l)(2). Pursuant to California Labor Code
3 § 2699(l)(2), the Court has also considered and reviewed the PAGA Settlement and the allocation
4 of \$80,000.00 toward civil penalties under the California Private Attorneys General Act of 2004
5 ("PAGA Penalties"), and the Court finds that they are fair, reasonable, and appropriate, and hereby
6 approved. The Settlement Administrator shall distribute the PAGA Penalties as follows: the amount
7 of \$52,000.00 to the LWDA ("LWDA Payment"), and the amount of \$28,000.00 to the PAGA
8 Members in accordance with the terms and methodology set forth in the Stipulation of Settlement.

9 16. The Court also hereby approves and orders payment from the Maximum Settlement
10 Amount for actual claims administration expenses incurred by the Settlement Administrator,
11 _____ in the amount of \$6,500.00.

12 17. The Court also hereby approves and orders that any residue from uncashed
13 settlement award checks after the expiration date will be paid out to the California Unclaimed
14 Property Fund in the individual's name pursuant to California Code of Civil Procedure
15 section 384(b).

16 18. The Court also hereby finds and orders that the Stipulation of Settlement is and
17 constitutes a fair, adequate, and reasonable compromise of the Released Claims against Defendants
18 and the Released Parties.

19 19. Provided the Settlement becomes effective under the terms of the Stipulation of
20 Settlement, the Court also hereby orders that the deadline for mailing the Court-approved
21 Settlement Awards, attorneys' fees and costs, and Enhancement Award is as set forth in the
22 Implementation Schedule within the Preliminary Approval Order.

23 20. The Court also hereby finds that there were no objections to the Settlement raised
24 by any person on the record at the hearing on the Final Approval Order.

25 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

26
27 Dated: _____

By: _____
The Honorable Barbara Kronlund
Superior Court Judge

EXHIBIT 2

LAWYERS FOR JUSTICE^{PC}

April 16, 2025

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: TERRACON CONSULTANTS, INC., and TSCV, INC.

Dear Representative:

We have been retained to represent Erik Rodriguez Hernandez against Terracon Consultants, Inc. and TSCV, Inc. (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as “Terracon Consultants”) for violations of California wage-and-hour laws. Mr. Hernandez seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 (“PAGA”) and all other remedies available under PAGA.

Mr. Hernandez seeks these remedies on behalf of the State of California and “aggrieved employees,” as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Terracon Consultants employed Mr. Hernandez as an hourly-paid, non-exempt employee in the State of California. Mr. Hernandez is an “aggrieved employee” as defined by California Labor Code section 2699 because he was employed by Terracon Consultants and he suffered one or more of the alleged violations, as demonstrated below.

The “aggrieved employees” that Mr. Hernandez may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, Terracon Consultants has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including, *inter alia*, Wage Orders 4-2001 and 16-2001.

Terracon Consultants required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-

and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Hernandez and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Mr. Hernandez and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Terracon Consultants required Mr. Hernandez and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

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, Terracon Consultants failed to pay Mr. Hernandez and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

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, Terracon Consultants failed to pay Mr. Hernandez and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Terracon Consultants did not provide Mr. Hernandez and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Terracon Consultants were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Mr. Hernandez and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause

his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Hernandez and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Hernandez and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Hernandez and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Hernandez and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 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 two years. During the relevant time period, Terracon Consultants failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Hernandez and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Terracon Consultants did not provide Mr. Hernandez and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Terracon Consultants failed to pay Mr. Hernandez and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Mr. Hernandez and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Terracon Consultants failed to pay Mr. Hernandez and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Mr. Hernandez and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee 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. During the relevant time period, Mr. Hernandez and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Terracon Consultants.

Therefore, on behalf of all aggrieved employees, Mr. Hernandez seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Travis J. Maher, Esq.

Cc: (By Email)

Terracon Consultants, Inc., TSCV, Inc.
Attn: Cary G. Palmer
JACKSON LEWIS P.C.
400 Capitol Mall, Suite 1600
Sacramento, CA 95814