

LAW OFFICES OF MARK YABLONOVICH
Mark Yablonovich (SBN 186670)
Mark@Yablonovichlaw.com
Monica Balderrama (SBN 196424)
Monica@Yablonovichlaw.com
Tony Roberts (SBN 315595)
Tony@Yablonovichlaw.com
9465 Wilshire Boulevard, Suite 300
Beverly Hills, California 90212
Telephone: (310) 286-0246 • Fax: (310) 407-5391

Attorneys for Plaintiff Kenneth Gibson

Additional Attorneys on Next Page

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

KENNETH GIBSON, on behalf of himself, all
others similarly situated, and on behalf of the
general public, and as an aggrieved employee
pursuant to the Private Attorneys General Act
("PAGA"),

Plaintiff,

vs.

SHIMMICK CEC JOINT VENTURE;
SHIMMICK CONSTRUCTION COMPANY,
INC.; CALIFORNIA ENGINEERING
CONTRACTORS, INC.; AECOM, INC.; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: 23CV026333

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

1 GREGORY G. ISKANDER, Bar No. 200215

2 giskander@littler.com

3 SHIRLEY SHU, Bar No. 231407

4 sshu@littler.com

5 LITTLER MENDELSON, P.C.

6 Treat Towers

7 1255 Treat Boulevard, Suite 600

8 Walnut Creek, California 94597

9 Telephone: 925.932.2468

10 Fax No.: 925.946.9809

11 ALVIN ARCEO, Bar No. 342387

12 aarceo@littler.com

13 LITTLER MENDELSON, P.C.

14 333 Bush Street, 34th Floor

15 San Francisco, California 94104

16 Telephone: 415.433.1940

17 Fax No.: 415.399.8490

18 Attorneys for Defendants Shimmick CEC Joint Venture, Shimmick
19 Construction Company, Inc., and California Engineering
20 Contractors, Inc.

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement,” “Settlement Agreement,” or “Stipulation”) is made and entered into by and between Plaintiff Kenneth Gibson (“Plaintiff” or “Class and PAGA Representative”) as an individual and on behalf of all others similarly situated, and Defendants Shimmick CEC Joint Venture, Shimmick Construction Company, Inc., and California Engineering Contractors, Inc. (“Defendants”) (Plaintiff and Defendants are together referred to as the “Parties”).

DEFINITIONS

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

1. “Action” means the action entitled *Kenneth Gibson v. Shimmick CEC Joint Venture, Shimmick Construction Company, Inc.; California Engineering Contractors, Inc., et al.*, Alameda County Superior Court, Case No. 23CV026333.
2. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and approved by the Court for Plaintiff’s Counsel’s legal work in connection with the litigation and resolution of the Action, and all costs incurred and to be incurred by Plaintiff’s Counsel in the Action, including, but not limited to, costs associated with documenting the Settlement, providing any notices required as part of the Settlement or Court order, securing the Court’s approval of the Settlement, administering the Settlement, obtaining entry of the Judgment terminating the Action, and expenses for any consultants or experts. Attorneys’ Fees and Costs shall be paid to Plaintiff’s Counsel, the Law Offices of Mark Yablonovich. The Parties have agreed to, and Defendants will not oppose, an application to the Court for Attorneys’ Fees in an amount of one-third (33⅓%) the Gross Settlement Amount, not to exceed Seventy-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$76,666.67), and costs and expenses not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00).
3. “Class Counsel” or “Plaintiff’s Counsel” means the Law Offices of Mark Yablonovich, and the terms “Class Counsel” and “Plaintiff’s Counsel” are used interchangeably.
4. “Class List and Data” means a complete list of all Class Members and PAGA Members that Defendants will provide to the Settlement Administrator in a Microsoft Excel spreadsheet within

fourteen calendar days after Preliminary Approval of this Settlement. The Class List and Data shall contain (1) the Class Members' and PAGA Members' names, last known home address, and Social Security Numbers, (2) the number of Workweeks each Class Member worked at least one shift as a non-exempt watchperson in California during the Class Period, and (3) the number of Pay Periods each PAGA Member worked at least one shift as a non-exempt watchperson in California during the PAGA Period.

5. "Class Member(s)," "Settlement Class," or "Settlement Class Member(s)" means all current and former watchpersons of the joint venture between Shimmick and CEC who worked for the JV on the TBT retrofit project for the Bay Area Rapid Transit ("BART") at any time from November 22, 2021 to October 31, 2023.

6. "Class Member Payments" means each Class Member's share of the Net Settlement Amount, to be distributed to the Class Members who do not submit a valid Request for Exclusion.

7. "Class and PAGA Representative and General Release Payments" means both the amount to be paid to Plaintiff in recognition of his effort and work in prosecuting the Action on behalf of Class Members, Aggrieved Employees and the State of California as well as the amount paid in consideration of a General Release Plaintiff will provide to Defendants. The Class and PAGA Representative and General Release Payments are separate and apart from any money Plaintiff is entitled to as a Class Member or Aggrieved Employee. Defendants will not oppose Plaintiff's application to the Court for Class and PAGA Representative and General Release Payments not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) for Plaintiff. The amount of Five Thousand Dollars (\$5,000.00) is attributable to Plaintiff's services as a Class and PAGA Representative and Five Thousand Dollars (\$5,000.00) is consideration for his General Release of Defendants as set forth in Paragraph 53.

8. "Class Period" or "Class Release Period" means the period from January 26, 2020 through October 31, 2023.

9. "Complaint" means the operative complaint filed in the Action alleging violations of the California Labor Code, California Business and Professions Code, California Code of Civil Procedure, California Code of Regulations, and the IWC Wage Orders. The Complaint has been amended by the Parties' Joint Stipulation for Leave to File First Amended Class Action and PAGA Complaint, pursuant

to Paragraph 39.a.

10. “Court” means the Superior Court of the State of California for the County of Alameda or any other court taking jurisdiction of the Action.

11. “Defendants” means Defendants Shimmick CEC Joint Venture (“JV”); Shimmick Construction Company, Inc. (“Shimmick”); and California Engineering Contractors, Inc. (“CEC”).

12. “Defendants’ Counsel” means Littler Mendelson, P.C. For purposes of providing any notices required under this Settlement, Defendants’ Counsel shall refer to: Gregory Iskander and Shirley Shu, Littler Mendelson, P.C., located at 1255 Treat Boulevard, Suite 600, Walnut Creek, California 94597.

13. The “Effective Date” of the Settlement shall mean the Court’s approval of the filing of the First Amended Class Action and PAGA Complaint as set forth in Paragraph 39.a. below and the latest of the following: (a) if no Class Member makes an objection to the Settlement, sixty calendar days after the date the Court grants final approval to the Settlement and enters judgment; (b) if a Class Member objects to the Settlement, the later of: (i) dismissal or withdrawal of the objection by the Class Member; (ii) the passage of the date for seeking appellate review of the Court’s final approval of the Settlement without a timely request for review; (iii) the date a Class Member’s appeal from the Court’s final approval of the Settlement has been voluntarily dismissed; or (iv) the date an appellate court has rendered a final non-appealable judgment on a Class Member’s appeal, with no possibility of subsequent appeal or other judicial review, affirming the Court’s final approval of the Settlement without material modification. In no event will the Effective Date occur before the judgment of the Court granting final approval of the Settlement is entered and no longer subject to appeal.

14. “Final Approval” means the date on which the Court enters an order granting final approval of the Settlement Agreement.

15. “First Amended Class Action and Private Attorneys General Act Complaint” or “FAC” means the operative complaint filed or to be filed in the Action via stipulation pursuant to Paragraph 39.a. by Plaintiff against Defendants alleging claims for violations of California Labor Code sections: (1) 510 and 1198 (failure to pay overtime wages); (2) 223, 224, 1182.12, 1194, 1197, 1197.1, and 1198 (failure to pay minimum wages); (3) 226.7, 512(a), and 1198 (failure to provide meal periods and/or pay

meal period premiums); (4) 226.7 and 1198 (failure to provide rest periods and/or pay rest period premiums); (5) 1194, 1197, and 1198 (failure to provide reporting time pay); (6) 246(b)(1), 246(i), and 248.5 (failure to pay accrued sick pay and provide proper notice); (7) 204 and 210 (failure to timely wages during employment); (8) 201, 202, and 203 (failure to timely pay wages at termination); (9) 226(a) and 1198 (furnish accurate and complete wage statements); (10) 1174(d) and 1198 (failure to maintain accurate payroll records); (11) 1198 (failure to maintain accurate timekeeping records); (12) 1198 and 2810.5 (failure to provide employees with written notice of information material to employment); (13) 2800 and 2802 (failure to reimburse necessary business expenses); (14) California Business & Professions Code sections 17200, *et seq.* (unfair business practices); and (15) 2698 *et seq.* pursuant to PAGA.

16. “Gross Settlement Amount” or “GSA” means the settlement amount of Two Hundred Thirty Thousand Dollars and Zero Cents (\$230,000.00) to be paid by Defendants in full satisfaction of all Released Class Claims and Released PAGA Claims arising from the Action and Plaintiff’s individual claims, which includes all Class Member Payments to Participating Class Members, Attorneys’ Fees and Costs to Plaintiff’s Counsel, the Class and PAGA Representative and General Release Payments to Plaintiff, the PAGA Settlement Amount to the Labor and Workforce Development Agency and the PAGA Members, and Settlement Administration Costs to the Settlement Administrator. Defendants shall pay any applicable payroll taxes on the wage component of the settlement amount in addition to the GSA. Defendants will not be liable for more than the GSA except as otherwise expressly set forth in this Settlement Agreement.

17. “Memorandum of Understanding” or “MOU” means the short form Mediator’s Proposal and Memorandum of Understanding executed by the Parties on or about August 9, 2024.

18. “Net Settlement Fund,” “Net Settlement Amount,” or “NSA” means the portion of the GSA remaining after deduction of the approved Class and PAGA Representative and General Release Payments, Settlement Administration Costs, the PAGA Settlement Amount, and Plaintiff’s Attorneys’ Fees and Costs. The entire NSA will be distributed to Participating Class Members.

19. “Notice of Objection” means a Class Member’s valid and timely written objection to the Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the objector’s full

1 name, signature, address, telephone number, and the last four digits of their Social Security Number; (b)
2 a written statement of all grounds for the objection; and (c) copies of any papers, briefs, or other
3 documents upon which the objection is based. Any Class Member who does not submit a timely written
4 objection to the Settlement, or who fails to otherwise comply with the requirements of this Paragraph 19,
5 will be foreclosed from objecting to the Settlement and/or seeking any adjudication or review of the
6 Settlement, by appeal or otherwise.

7 20. "Notice Packet" means the Notice of Class Action and PAGA Settlement, substantially
8 in the form attached as Exhibit A.

9 21. "PAGA Member" or "PAGA Aggrieved Employees" means all current and former
10 watchpersons of the joint venture between Shimmick and CEC who worked for the JV on the TBT
11 retrofit project for the Bay Area Rapid Transit ("BART") at any time from November 22, 2021 to
12 October 31, 2023.

13 22. "PAGA Member Payment(s)" means each PAGA Member's share of the PAGA
14 Settlement Amount.

15 23. "PAGA Release Period" means the period from November 22, 2021 through October
16 31, 2023.

17 24. "PAGA Settlement Amount" means the amount the Parties have agreed to pay to the
18 California Labor and Workforce Development Agency ("LWDA") in connection with the Labor Code
19 Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, et seq., "PAGA") which includes the
20 PAGA Group's share of civil penalties. The Parties have agreed that 10% of the NSA will be allocated to
21 the resolution of the PAGA Members and the LWDA's claims arising under PAGA. Pursuant to PAGA,
22 Seventy-Five Percent (75%) of the PAGA Settlement Amount, will be paid to the LWDA, and the
23 remaining Twenty-Five Percent (25%) of the PAGA Settlement Amount (the "PAGA Net Fund") shall
24 be distributed to the PAGA Members.

25 25. "Parties" means Plaintiff and Defendants collectively.

26 26. "Participating Class Members" means all Class Members who do not submit valid and
27 timely Requests for Exclusion.

28 27. "Pay Periods" means the weekly pay periods worked by PAGA Members during the

PAGA Release Period.

28. “Preliminary Approval” means the date on which the Court enters an order granting preliminary approval of the Settlement Agreement.

29. “Release End Date” means October 31, 2023.

30. “Released Class Claims” means the claims released by Class Members (other than those who submit Requests for Exclusion) that were alleged or reasonably could have been alleged based on the same facts and claims alleged in the original Complaint, First Amended Class Action and PAGA Complaint, and/or PAGA Notice Letter and arising during the Class Release Period, including claims under California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 223, 224, 225.5, 226(a) and (e), 226.3, 226.7, 227.3, 246(i) and (b)(1), 248.5, 510, 512, 558, 1174(d), 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 2810.5, Sections 3, 4, 5, 6, 8, 10, and 11 of the California IWC Wage Orders, California Code of Regulations Title 8, section 11160, and California Business & Professions Code sections 17200, *et seq.*, California Code of Civil Procedure § 1021.5. The Released Class Claims exclude all other claims, including claims for wrongful termination, unemployment insurance, disability, and workers’ compensation. Plaintiff’s general release is set forth in Paragraph 53.

31. “Released PAGA Claims” means all claims for PAGA civil penalties that were alleged or reasonably could have been alleged based on the same facts and claims alleged in the PAGA Notice Letter, original Complaint, or First Amended Class Action and PAGA Complaint, arising during the PAGA Period, including the following: (a) all claims for civil penalties stated in the Action alleging violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 223, 224, 225.5, 226(a), 226(c), 226(e), 226.3, 226.7, 227.3, 246, 246.8, 248.5, 510, 512, 558, 1174(d), 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2698, 2699, 2699.3, 2699.5, 2800, 2802, 2810.5, Sections 3, 4, 5, 6, 8, 10 and 11 of the California IWC Wage Orders, California Code of Regulations Title 8, section 11160; and (b) all claims for civil penalties for alleged (i) failure to pay overtime wages; (ii) failure to pay minimum wages; (iii) failure to provide meal periods, properly record meal periods, and/or pay meal period premium wages; (iv) failure to provide rest periods and/or pay rest period premium wages; (v) reporting time pay; (vi) failure to timely pay wages during employment; (vii) failure to timely pay wages upon termination; (viii) failure to provide accurate wage statements; (ix) failure to maintain accurate and

complete payroll records and timekeeping records; (x) failure to provide written notice of material information; (xi) failure to reimburse necessary business expenses; and (xii) failure to pay accrued sick pay and provide proper notice.

32. “Released Parties” includes Defendants and any of their past, present, and future direct or indirect parents, subsidiaries, affiliates, predecessors, successors, affiliates, and related entities, as well as each of their past, present, and future officers, directors, employees, partners, members, owners, shareholders, agents, insurers, reinsurers, any individual or entity that could be jointly liable with Defendants, fiduciaries, trustees, attorneys, agents, and any individual or entity that could be potentially or allegedly be considered joint employers, common law employers, co-employers, or dual employers.

33. “Request for Exclusion” means a timely letter submitted by a Class Member indicating a request to be excluded from the Settlement. The Request for Exclusion must: (a) be signed by the Class Member requesting exclusion; (b) contain the full name, current address, telephone number and the last four digits of the Social Security Number of the Class Member requesting exclusion; (c) state the Class Member does not wish to be included in the Settlement; (d) be returned by mail to the Settlement Administrator at the specified address; and (e) be postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means by which to determine whether a Request for Exclusion has been timely submitted. A Class Member who does not request exclusion from the Settlement shall be deemed a Participating Class Member and shall be bound by all terms of the Settlement Agreement if the Settlement is granted final approval by the Court. PAGA Members cannot request exclusion.

34. “Response Deadline” means the deadline by which Class Members shall postmark to the Settlement Administrator valid Requests for Exclusion, or postmark Notices of Objection to the Settlement Administrator. The Response Deadline will be forty-five (45) calendar days from the initial mailing of the Notice Packet by the Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a Sunday or Federal holiday, in which case the Response Deadline shall be extended to the next day on which the U.S. Postal Service is open. The Response Deadline may be extended by express agreement between Plaintiff’s Counsel and Defendants’ Counsel. Except as expressly set forth in this Settlement Agreement, the Settlement Administrator shall not have the authority to unilaterally extend

the deadline for Class Members to submit a Request for Exclusion, or objection to the settlement.

35. “Settlement Administrator” means the third-party class action settlement administrator, ILYM Group, Inc., or any other duly appointed administrator approved by the Court, who has been mutually selected by the Parties, and approved by the Court for the purposes of administering this Settlement. The Settlement Administrator’s duties shall include, but are not limited to, reporting payment of the Class Member Payments and PAGA Member Payments to all required taxing and other authorities, taking appropriate withholding from the Class Member Payments, issuing IRS Forms W-2 and 1099 for Class Member Payments, and issuing IRS Form 1099 for PAGA Member Payments. The Settlement Administrator will also pay all employer payroll taxes that will be separately funded by Defendants and shall not come from the GSA. It is also understood and agreed the Settlement Administrator will establish a Qualified Settlement Fund, or QSF, pursuant to Section 468B(g) of the Internal Revenue Code for the purpose of administering the Settlement.

36. “Settlement Administration Costs” means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, mailing reminder postcards, calculating estimated amounts per Class Member and PAGA Member, tax reporting, distributing the GSA, Attorneys’ Fees and Costs, Class and PAGA Representative and General Release Payments, providing necessary reports and declarations, and other duties and responsibilities set forth in this Settlement Agreement in order to process this Settlement, and as requested by the Parties or Court. All of the costs, fees and expenses incurred by the Settlement Administrator in performing these functions shall be paid and deducted from the GSA. The Settlement Administration Costs are not to exceed Five Thousand Dollars (\$5,000).

37. “Workweek(s)” means any seven consecutive days, starting with the same calendar day each week. “Workweek(s)” is a fixed and regularly recurring period of 168 hours, seven consecutive 24-hour periods.

TERMS OF AGREEMENT

Plaintiff, on behalf of himself, the Settlement Class and the PAGA Members, and Defendants, agree as follows:

1 38. **Monetary Terms of Settlement:**

2 **a. GSA:** The GSA is Two Hundred Thirty Thousand Dollars and Zero Cents
3 (\$230,000.00) subject to the terms and conditions in this Settlement Agreement. The GSA includes all:
4 (i) payments to Class Members; (ii) Attorneys' Fees and Costs; (iii) Settlement Administration Costs;
5 (iv) the PAGA Settlement Amount, which includes payments to the LWDA and the PAGA Group; and
6 (v) Class and PAGA Representative and General Release Payments. Defendants shall be separately
7 responsible for any employer-side payroll taxes required by law, such as the employer FICA (Social
8 Security and Medicare) and unemployment insurance (FUTA and SUTA/SUI), which shall not be paid
9 from the GSA. Except as to separate payroll taxes due on the wage portion of the GSA, Defendants shall
10 not be obligated to pay more than the GSA except as otherwise provided in Paragraph 46 of this
11 Settlement Agreement. Each Participating Class Member shall be fully responsible and liable for paying
12 their share of taxes due on their portion of the GSA. Each PAGA Member shall be fully responsible and
13 liable for paying their share of taxes due on their portion of the PAGA Settlement Amount.

14 **b. Division of Settlement Amounts:**

15 **i. Type of Settlement:** This Settlement is non-reversionary. Defendants
16 have no reversionary right to any portion of the GSA. This Settlement does not require Class Members
17 or PAGA Members to submit a claim form to participate in the Settlement.

18 **ii. Calculation of Class Member Payment Amounts:** Each Class
19 Member's estimated share of the NSA shall be based upon each Participating Class Member's individual
20 total Workweeks. The Settlement Administrator shall allocate the Class Member Payments to the
21 Participating Class Members proportionate to each Participating Class Member's individual total
22 Workweeks. Class Member's individual total Workweeks shall be based on the number of Workweeks a
23 Participating Class Member worked for Defendants during the Class Release Period in California.
24 Participating Class Members are entitled to one hundred percent (100%) of the NSA. Defendants
25 maintain no reversionary right to any portion of the NSA. If there are any timely submitted Requests for
26 Exclusion, the Settlement Administrator shall proportionately increase the Class Member Payments for
27 each Participating Class Member so the amount actually distributed to Participating Class Members
28 equals 100% of the NSA.

1 iii. **Calculation of PAGA Member Payment Amounts:** Each PAGA
2 Member's estimated share of the PAGA Settlement Amount shall be based upon each PAGA Member's
3 individual total Pay Periods. The Settlement Administrator shall allocate the PAGA Member Payments
4 to the PAGA Members proportionate to each PAGA Member's individual total Pay Periods. PAGA
5 Member's individual total Pay Periods shall be based on the number of pay periods a PAGA Member
6 worked for Defendants during the PAGA Release Period in California. PAGA Members are entitled to
7 twenty-five percent (25%) of the PAGA Settlement Amount. Defendants have no reversionary right to
8 any portion of the PAGA Settlement Amount.

9 iv. **Funding of Gross Settlement Amount:** Defendants shall fund the
10 GSA, plus any applicable payroll taxes on the wage component of Settlement, fourteen calendar days
11 after the Effective Date. Defendants shall pay the employer's share of payroll taxes separately and in
12 addition to the GSA. Settlement funds will not be disbursed until after the Effective Date.

13 v. **Tax Allocation:** Payments to Participating Class Members shall be
14 allocated 35% as wage claims, subject to tax withholdings, and to be reported on an IRS W-2 Form, and
15 65% as non-wages, including payments for interest, penalties, and reimbursements, which will not be
16 subject to tax withholdings and which will be reported on Form 1099-MISC forms, to be reported by the
17 Settlement Administrator. Payments to PAGA Members shall be considered non-wages reported by the
18 administrator on an IRS Form 1099-MISC.

19 vi. **Cashing of Checks:** Participating Class Members and PAGA Members
20 who are sent settlement payments will have 180 calendar days after the date of mailing to cash their
21 settlement checks and will be so advised of such deadline. Ninety days after the checks are mailed, the
22 Settlement Administrator will mail reminder postcards to Class Members and PAGA Members whose
23 checks remain uncashed. If Class Members and PAGA Members do not cash their checks within that
24 period, or a check is undeliverable, those checks will become void and the settlement payment amounts
25 will be tendered pursuant to Code of Civil Procedure section 384 to CASA (Court Appointed Special
26 Advocates for Children) of Alameda.

27 vii. Any failure of a Participating Class Member and/or PAGA Member to
28 deposit a check shall not affect the enforceability of the release of claims as stated in this Settlement

Agreement, as the Parties jointly agree valid consideration for same is the offer of monetary consideration by means of the offer of settlement and mailing of settlement checks.

viii. **No Credit Toward Benefit Plans:** The Class Member Payment and PAGA Member Payments made to Participating Class Members and PAGA Members under this Settlement, as well as any other payments made pursuant to this Settlement, shall not be utilized to calculate any additional benefits under any benefit plans to which any Class Members, PAGA Members, or both may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention this Settlement Agreement shall not affect any rights, contributions, or amounts to which any Class Members, PAGA Members, or both may be entitled under any benefit plans.

ix. Within ten days after either (1) entry of judgment granting Final Approval if the Settlement is approved or (2) entry of order denying the Settlement if the Court does not approve the Settlement, Plaintiff's Counsel will provide a copy of the Superior Court's judgment or order to the LWDA pursuant to Labor Code section 2699(I).¹

c. Attorneys' Fees and Costs:

i. **Attorneys' Fees:** The Parties agree Plaintiff's Counsel may seek, and Defendants will not oppose, up to one-third (33⅓%) of the GSA as attorneys' fees, i.e., Seventy-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$76,666.67). The amount stated is what Class Counsel will be requesting and the final amount to be paid will be decided by the Court. If the Court approves an amount of Attorneys' Fees less than the amount requested, the Settlement Administrator will include the remainder in the NSA.

ii. **Costs:** The Parties agree Plaintiff's Counsel may seek, and Defendants will not oppose, up to Ten Thousand Dollars (\$10,000) as reasonable out-of-pocket costs and expenses subject to reasonable proof if required by the Court. The amount stated is what Class Counsel will be requesting and the final amount to be paid will be decided by the Court. If the Court approves an amount of Attorneys' Costs less than the amount requested, the Settlement Administrator will include the

¹ All references to Labor Code sections 2699, et seq. are to the PAGA statute in effect at the time the original Action was filed in 2023.

1 remainder in the NSA.

2 **iii. Class and PAGA Representative and General Release Payments:**

3 The Parties agree Defendants will not oppose Plaintiff's application to the Court for a Class and PAGA
4 Representative and General Release Payments, in addition to the Plaintiff's Class Member Payment and
5 Plaintiff's PAGA Member Payment, in the amount of up to Ten Thousand Dollars (\$10,000), to be paid
6 out of the GSA. Five Thousand Dollars (\$5,000) will be allocated to Plaintiff as a service award based on
7 his service as a class and PAGA representative performed on behalf of the Class Members and PAGA
8 Aggrieved Employees. An additional Five Thousand Dollars (\$5,000) will be allocated to Plaintiff for
9 the General Release as set forth in Paragraph 53, including a release under California Civil Code section
10 1542. If the Court approves Class and PAGA Representative and Payment and General Release
11 Payments less than the amount requested, the Settlement Administrator will include the remainder in the
12 NSA. Plaintiff shall be solely and legally responsible and liable to pay any and all applicable taxes on the
13 Class and PAGA Representative and General Release Payments, and holds Defendants harmless, and
14 indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of
15 these payments.

16 **39. Non-Monetary Terms of Settlement:**

17 **a. Filing of Amended Complaint:** As part of the Settlement, the Parties agree that
18 Plaintiff will amend his operative complaint to plead a class action that asserts all claims and allegations
19 currently underlying Plaintiff's PAGA claim as direct class claims, via a stipulation. The Parties will
20 stipulate to the filing of the amended complaint solely for purposes of settlement and that Defendants
21 waive their right to remove the amended complaint solely for purposes of this Settlement. If the Court
22 requires Plaintiff to file a motion for leave to file an amended complaint, Plaintiff will provide a draft of
23 said motion and Defendants will not oppose the motion if it is substantially similar to the stipulation for
24 leave to file an amended complaint agreed upon between the Parties. The stipulation will be prepared by
25 Plaintiff, and is subject to approval by Defendants. The stipulation to amend the complaint will be filed
26 after the Settlement Agreement is fully executed. Defendants will work cooperatively with Plaintiff's
27 Counsel for the purpose of amending the operative complaint. If, for any reason, the Settlement is not
28 approved or does not become final and effective, the stipulation and order to permit Plaintiff leave to file

an amended Class Action Complaint will be void and the FAC shall be deemed withdrawn. The Action will be restored to its status quo ante as of the date of the Parties' MOU, and Parties will cooperate to the fullest extent possible to restore the Action to its status quo ante. By stipulating to the filing of an amended complaint for the purpose of Settlement, Defendants are in no way agreeing that an amendment would be appropriate outside the context of this Settlement, and shall be deemed to have denied all of the allegations in the amended complaint. Defendants will not be required to file an answer or other responsive pleading to the amended complaint unless directed by the Court to do so. Notwithstanding the amendment to add class allegations and for the purpose of this Settlement only, Defendants agree the FAC does not confer jurisdiction to any federal court, and therefore agree not to remove the Action to federal court.

b. Confirmatory Information: Defendants shall provide additional confirmatory discovery to Plaintiff, including but not limited to: (1) a reasonable sample of watchpersons' time and payroll records, work schedules, etc. for the Class Period (i.e., from 02/01/2020 to 10/31/2023), and (2) applicable written policies or verification that the same policies applied. The confirmatory discovery shall be provided before the Parties sign the Agreement.

40. Settlement Administration Process:

a. Appointment of Settlement Administrator: The Parties agree, subject to Court approval, that Plaintiff will select a Settlement Administrator with Defendants' approval not unreasonably withheld. The costs of settlement administration shall be paid out of the GSA prior to distribution to the Participating Class Members and PAGA Members, within 7 calendar days after Defendants fund the QSF.

i. Delivery of Class List and Data: Within fourteen calendar days of Preliminary Approval of Settlement by the Court, Defendants shall deliver to the Settlement Administrator a Microsoft Excel spreadsheet containing the full names, last known home address, Social Security Number of the Class Members and PAGA Members, as well as the total number of Workweeks that each Class Member worked at least one shift as a non-exempt watchperson in California during the Class Release Period and the total number of Pay Periods that each PAGA Member worked at least one shift as a non-exempt watchperson in California during the PAGA Release Period. The Settlement Class

List and Data will not be circulated by the Settlement Administrator. To protect Class and PAGA Members' privacy rights, the Settlement Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to its employees who need access to the Class Data to effect and perform under this Agreement.

ii. Within seven days of receipt of the Class List and Data by the Settlement Administrator, the Settlement Administrator shall provide to Plaintiff's Counsel the number of unique Class Members along with the number of Workweeks worked by each Class Member as well as the number of unique PAGA Members along with the number of Pay Periods worked by each PAGA Member.

iii. The Parties agree to provide any other reasonable information requested by the Settlement Administrator needed to effectively administer the settlement. Other than the watchpersons' names and contact information in the Class List and Data (which is to remain confidential between Defendants' Counsel and the Settlement Administrator), the information provided to the Settlement Administrator shall be considered confidential and shall not be disclosed to anyone other than Defendants' Counsel, Plaintiff's Counsel, and the Settlement Administrator.

b. Notice Packet: Within seven calendar days after receiving the Class List and Data from Defendants, the Settlement Administrator shall prepare a Notice Packet for each Class Member and PAGA Member for review by Counsel. Each Notice Packet shall provide: (i) information regarding the nature of the Action; (ii) a summary of the Settlement's principal terms; (iii) the Class Member and PAGA Member definitions; (iv) the total number of Workweeks each Class Member worked for Defendants in California during the Class Release Period and the total number of Pay Periods each PAGA Member worked for Defendants during the PAGA Release Period; (v) each Class Member's estimated Class Member Payment and the formula for calculating Class Member Payments and each PAGA Member's estimated PAGA Member Payment and the formula for calculating PAGA Member Payments; (vi) the dates which comprise the Class Release Period and PAGA Release Period; (vii) instructions on how to submit Requests for Exclusion or Notices of Objection; (viii) the deadlines by which the Settlement Class Member must postmark Requests for Exclusion, or postmark Notices of

Objection to the Settlement; and (ix) the claims to be released.

c. Delivery of the Notice Packet: The Settlement Administrator shall deliver the Notice Packet by First Class U.S. Mail to each Class Member within twenty-one calendar days of the receipt of the Class List and Data. Before doing so, the Settlement Administrator shall perform all searches reasonably necessary to assure itself the address provided for each Class Member and PAGA Member is that individual's current address. Class Members shall have until the Response Deadline to submit their opt out, which shall be postmarked by the Response Deadline. PAGA Members cannot opt out. Any Notice Packets returned undeliverable shall be traced to obtain a new address and be re-mailed by First Class Mail. To the extent any mailed Notice is returned as undeliverable, such person shall be permitted at least thirty days from any re-mailing of the Notice to submit their opt out ("Re-mailing Response Deadline"), but in no event more than fifteen days after the close of the Response Deadline.

d. Issuance of Payment: Attorneys' Fees and Costs, the Labor and Workforce Development Agency Payment, the Class and PAGA Representative and General Release Payments, Class Member Payments, and PAGA Member Payments shall be paid within seven calendar days after Defendants' deposit of Funds of GSA to the QSF.

e. Tax Forms: The Settlement Administrator (and not Defendants) shall be responsible for issuing to Plaintiff, Participating Class Members, PAGA Members, and Plaintiff's Counsel any W-2, IRS Form 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The Settlement Administrator shall also be responsible for forwarding all payroll taxes and penalties to the appropriate government authorities.

41. Request for Exclusion Procedures: Any Class Member wishing to opt-out from the Settlement Agreement shall sign and postmark a written Request for Exclusion to the Settlement Administrator within the Response Deadline. The date of the postmark on the return mailing envelope shall be the exclusive means to determine whether a Request for Exclusion has been timely submitted. All Requests for Exclusion shall be submitted to the Settlement Administrator, who shall certify jointly to Plaintiff's Counsel and Defendants' Counsel the Requests for Exclusion that were timely submitted. Plaintiff shall not request exclusion from this Settlement. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to opt out of the Settlement Agreement.

1 PAGA Members cannot opt out of the Settlement Agreement.

2 42. **Defective Submissions:** If a Class Member's Request for Exclusion is defective as to
3 the requirements listed in this Settlement Agreement, that Class Member shall be given an opportunity to
4 cure the defect(s). The Settlement Administrator shall mail the Class Member a cure letter within three
5 business days of receiving the defective submission to advise the Class Member their submission is
6 defective and the defect must be cured to render the Request for Exclusion valid. The Class Member
7 shall have until the later of (a) the Response Deadline, or (b) fifteen calendar days from the date of the
8 cure letter, whichever date is later, to postmark a valid Request for Exclusion. If a Class Member fails to
9 correct the identified deficiencies after receiving a cure letter, the Settlement Administrator shall have no
10 further obligation to give notice of a need to cure. If the revised Request for Exclusion is not postmarked
11 within that period, it shall be deemed untimely.

12 43. **Objection Procedures:** In order to object to the Settlement Agreement, a Class
13 Member must postmark a valid Notice of Objection to the Settlement Administrator on or before the
14 Response Deadline or appear in person at the Final Approval Hearing. Class Members who fail to object
15 either by submitting a valid Notice of Objection or appearing in person at the Final Approval Hearing
16 will be deemed to have waived all objections to the Settlement and will be foreclosed from making any
17 objections, whether by appeal or otherwise, to the Settlement Agreement. At no time will any of the
18 Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written or oral
19 objections to the Settlement Agreement or appeal the Final Approval order and judgment. Class Counsel
20 will not represent any Class Members with respect to any such objections to this Settlement. If a Class
21 Member submits both a Request for Exclusion and a Notice of Objection, the Settlement Administrator
22 shall attempt to contact the Class Member and determine whether the Class Member would like to
23 withdraw either the Request for Exclusion or the Notice of Objection. If the Class Member does not
24 withdraw the Request for Exclusion, or if the Settlement Administrator is unable to make contact with a
25 Class Member who submits both a Request for Exclusion and a Notice of Objection, the Request for
26 Exclusion shall be valid and it shall be presumed that the Class Member does not wish to participate in
27 the Class Settlement.

28 44. **Certification Reports Regarding Class Member Payment and PAGA Member**

Payment Calculations: The Settlement Administrator shall provide Defendants' Counsel and Plaintiff's Counsel a weekly report which certifies: (a) the number of Class Members who have submitted valid Requests for Exclusion; (b) the NSA attributed to Class Members who have submitted valid Requests for Exclusion; (c) whether any Class Member has submitted a Notice of Objection; and (d) whether any Class Member has submitted a challenge to any information contained in their Notice Packet. Additionally, the Settlement Administrator shall provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested.

45. **Certification of Completion:** Upon completion of administration of the Settlement, the Settlement Administrator shall provide a written declaration(s) under oath to certify such completion to the Court and counsel for all Parties.

46. **Plaintiff's Right of Revocation:** In the event that the total number of pay periods / work weeks in the Class Period is greater than 5,000, Plaintiff has the right to void the entire settlement agreement, with Defendants covering any costs of the administrator to that point, and the Parties will return to the status quo ante. The administrator shall verify the total amount of pay periods / workweeks to all counsel within seven (7) days of Defendants providing the Class Data to the administrator.

47. **No Prior Pickup Stix Settlements.** Defendants represent that there are no prior Pickup Stix releases and/or deductions for such releases.

48. **Right of Revocation:** Defendants have the right to void this Settlement Agreement if five or more Class Members opt out. Defendants shall have fourteen calendar days after either the Response Deadline or the Settlement Administrator has informed Defendants how many Class Members have opted out, whichever is earlier, to exercise this right and which must be done in writing to Plaintiff's Counsel. If the option to revoke is exercised, then Defendants shall be solely responsible for all Settlement Administration Costs incurred to the date of revocation. Neither Party nor their counsel shall encourage any Class Members to opt out of the Settlement.

49. **Circular 230 Disclaimer:** EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES AND AGREES (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL

1 ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR
2 BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
3 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
4 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN,
5 INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN
6 CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT
7 BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR
8 ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
9 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER
10 PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
11 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
12 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF
13 ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER
14 SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
15 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
16 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
17 AGREEMENT.

18 **50. No Prior Assignments:** The Parties and their counsel represent, covenant, and warrant
19 they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
20 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or
21 right in this Settlement Agreement released and discharged.

22 **51. Release by Class Members Who Do Not Opt Out:** Upon the Funding Date, all Class
23 Members who do not timely opt out fully and finally release and forever discharge, on behalf of
24 themselves and their respective former and present representatives, spouses, agents, attorneys, heirs,
25 administrators, successors, and assigns, the Released Parties, to the fullest extent permitted by law, of and
26 from any and all Released Class Claims. Each Class Member will be deemed to have made the
27 foregoing release as if by manually signing it. In light of the method of notice set forth by this Settlement
28 Agreement, and subject to final Court approval, all Class Members who do not opt out shall be bound by

1 the Settlement, and shall release the Released Parties from the Released Class Claims, even if they never
2 received mailed notice of the Action or this Settlement.

3 **52. Release by PAGA Members:** Upon the Funding Date, all PAGA Members fully and
4 finally release and forever discharge, on behalf of themselves and their respective former and present
5 representatives, spouses, agents, attorneys, heirs, administrators, successors, and assigns, the Released
6 Parties, to the fullest extent permitted by law, of and from any and all Released PAGA Claims. Each
7 PAGA Member will be deemed to have made the foregoing release as if by manually signing it. In light
8 of the method of notice set forth by this Settlement Agreement, and subject to final Court approval, all
9 PAGA Members shall release the Released Parties from the Released PAGA Claims, even if they never
10 received mailed notice of the Action or this Settlement.

11 **53. General Release of Plaintiff Kenneth Gibson:** Upon the Funding Date and in
12 exchange for the General Release Payment, Plaintiff and his respective former and present spouses,
13 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release and
14 discharge the Released Parties, to the fullest extent permitted by law (except as otherwise stated in this
15 Settlement Agreement), of and from the Released Claims and also generally release and discharge the
16 Released Parties from all other claims, demands, losses, debts, charges, damages, obligations, causes of
17 action, rights, and liabilities of every nature and description whatsoever, known or unknown, through the
18 Effective Date (“Plaintiff’s General Release”). Plaintiff’s General Release includes, without limitation,
19 claims arising from or related to his employment with any of the Released Parties; claims under federal,
20 state, and/or local law, statute, ordinance, regulation, common law, or other source of law; claims for
21 interest, attorneys’ fees, costs, penalties, emotional distress, and/or punitive damages; breach of contract
22 claims and tort claims; claims arising under the California Labor Code, California Business and
23 Professions Code sections 17200 *et seq.*, wage orders of the California Industrial Welfare Commission,
24 Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*, and/or the Employee Retirement Income Security
25 Act, 29 U.S.C. § 1001 *et seq.* Plaintiff’s General Release also includes all claims for lost wages and
26 benefits, as well as claims for retaliation, discrimination, harassment, and/or wrongful termination, such
27 as, 42 U.S.C. § 1981, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, and
28 the California Fair Employment and Housing Act (FEHA), the Age Discrimination in Employment Act

(ADEA), and Older Workers Benefit Protection Act. Additionally, Plaintiff waives all rights and benefits afforded by California Civil Code section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR 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.

Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's General Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

54. **Settlement Documentation and Approval:** The Settlement Agreement is contingent upon judicial approval. If the Court does not approve this Settlement, the Settlement shall be null and void and shall not be admissible in any other proceeding or action.

55. **Preliminary Approval Hearing:** The Parties agree to use their best efforts to schedule a hearing on a mutually agreeable date at which to seek preliminary approval of the Settlement so the hearing occurs within sixty calendar days of the date upon which the Parties execute this Settlement Agreement. If it is not possible to schedule a hearing on preliminary approval of the Settlement within sixty calendar days of the date of the Parties' Settlement Agreement, the Parties agree to schedule the subject hearing at the first available mutually agreeable date. Plaintiff will obtain a hearing before the Court to request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order for: (a) conditional certification of the Settlement Class for settlement purposes only; (b) preliminary approval of this proposed Settlement Agreement; and (c) setting a date for a Final Approval Hearing. The Preliminary Approval Order will provide for the Notice Packet to be sent to all Class Members as specified in this Settlement Agreement and the appointment of the Settlement Administrator. In conjunction with the Preliminary Approval hearing, Plaintiff shall submit this Settlement Agreement, which sets forth the terms of this Settlement, and shall include the proposed Notice of Class Action and PAGA Action Settlement document, attached as Exhibit A. Class and PAGA

Counsel shall be responsible for drafting all documents necessary to obtain preliminary approval and will provide a copy of the draft to Defendants' Counsel for review no later than 7 days prior to filing the Motion for Preliminary Approval and Defendants shall provide Plaintiff suggested edits, if any, within three days of receipt. Class and PAGA Counsel shall provide to the LWDA a copy of the proposed Settlement at the same time it is submitted to the Court pursuant to California Labor Code section 2699(l)(2).

56. **Final Settlement Approval Hearing and Entry of Judgment:** Upon expiration of the deadlines to postmark Requests for Exclusion, or objections to the Settlement Agreement, and with the Court's permission, a Final Approval Hearing shall be conducted to determine the Final Approval of the Settlement Agreement along with the amounts properly payable for: (a) Attorneys' Fees and Costs; (b) Settlement Administration Costs; (c) Class and PAGA Representative and General Release Payments; (d) Class Member Payments; and (e) the PAGA Settlement Amount to the Labor and Workforce Development Agency and PAGA Members. Plaintiff's Counsel shall be responsible for drafting all documents necessary to obtain final approval. Plaintiff's Counsel shall also be responsible for drafting the Attorneys' Fees and Costs application as well as the Class and PAGA Representative and General Release Payments application to be heard at the final approval hearing. Plaintiff shall provide drafts of these documents to Defendants' Counsel no later than 7 days prior to filing the Motion for Final Approval and Defendants shall provide Plaintiff suggested edits, if any, within three days of receipt.

57. **Non-Approval of the Settlement Agreement.** If the Court should, for any reason, not approve of any material portion of the settlement as set forth in this Settlement Agreement, then this Settlement Agreement shall be considered null and void, and neither this Settlement Agreement, nor any of the related negotiations or proceedings shall be of any force or effect and shall be inadmissible for any purpose in any proceeding, and all Parties to this Settlement Agreement shall stand in the same position, without prejudice, as if the Settlement Agreement had been neither entered into nor filed with the Court, unless the Parties jointly agree to seek reconsideration of the ruling or Court approval of a renegotiated settlement. If not approved, Defendants retain the right to contest whether any aspect of the Action should be maintained as a representative action, or to contest the merits of the claims being asserted in the Action. Invalidation of any material portion of this Settlement Agreement shall invalidate this

Settlement Agreement in its entirety, unless the Parties subsequently agree in writing that the remaining provisions of the Settlement Agreement are to remain in full force and effect. As of the execution of this Agreement, the five-year statute of limitations set forth in California Code of Civil Procedure section 583.310 is tolled, and the litigation of this matter shall be stayed, except to effectuate the terms of this Agreement.

58. **Judgment and Continued Jurisdiction:** Upon final approval of the Settlement by the Court or after the Final Approval Hearing, the Parties shall present the Judgment to the Court for its approval. After entry of the Judgment, the Court shall have continuing jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement; (b) Settlement administration matters; and (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement. Within ten days of either the entry of judgment of Final Approval, Plaintiff's Counsel shall provide a copy of the Superior Court's judgment or order to the LWDA pursuant to California Labor Code section 2699(l)(3).

59. **Exhibits Incorporated by Reference:** The terms of this Settlement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though set forth in this Settlement Agreement. Any Exhibits to this Settlement are an integral part of this Settlement.

60. **Entire Agreement.** This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' Settlement terms. No other prior or contemporaneous written or oral agreements can be deemed binding on the Parties.

61. **Amendment or Modification:** This Settlement Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

62. **Binding on Successors and Assigns:** This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties, as previously defined.

63. **No Admission/Denial of Liability.** The Parties enter into this Settlement in order to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Settlement, Defendants do not admit, and specifically deny, they violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or

breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to their business operations or their employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, will be construed as an admission or concession by Defendants of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement, this Settlement Agreement and its terms and provisions will not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendants or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local and/or other applicable law.

64. **Confidentiality:** Prior to filing of the motion(s) for approval, Plaintiff's Counsel shall not discuss the terms of this settlement with anyone other than the named Plaintiff and/or other attorneys with whom counsel is consulting on this matter. At no time shall Plaintiff's Counsel or Defendants' Counsel disclose any communications protected by the mediation and settlement privilege, i.e., California Evidence Code sections 1119, 1152, *et seq.*

65. **Reference Inquiries:** All inquiries about Plaintiff made to Defendants shall be referred to payroll.department@shimmick.com, who will confirm the Plaintiff's employment and dates of employment. No other comments shall be made about Plaintiff.

66. **Resolution of Disputes:** The Parties agree to refer any disputes related to the drafting of the Settlement Agreement and the other documents to mediator Craig Ackermann.

67. **Integration:** Each Party warrants no promise or inducement has been offered or made to that Party except as set forth in this Settlement Agreement. It is understood and agreed by each Party that this Settlement Agreement specifically supersedes any and all prior agreements and understandings, written or oral, express or implied, between Defendants, Counsel for Class Members and the PAGA Group and/or any Class Member and PAGA Members (including Plaintiff), including the MOU.

68. **Governing Law:** This Settlement Agreement is made under the laws of the State of California, without regard to otherwise applicable principles of conflicts of laws, whether of the State of California or any other jurisdiction.

69. **Authority to Sign:** The signatories represent and warrant they each have the authority to

sign on behalf of their designated Parties. This Settlement Agreement may be executed in counterparts and each counterpart, when executed, shall have the efficacy of a second original. PDF or facsimile copies of any such signed counterparts may be used in lieu of the original for any said purpose.

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

71. **Invalidity of Any Provision:** Before declaring any provision of this Settlement Agreement invalid, the Court must first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

72. **Waiver of Certain Appeals:** The Parties agree to waive appeals except, however, Plaintiff or Plaintiff's Counsel may appeal any reduction in the Attorneys' Fees and Costs below the amount they request from the Court, and either party may appeal any court order that materially alters the Settlement Agreement's terms.

73. **Class Action Certification for Settlement Purposes Only:** The Parties agree to stipulate to class action certification only for purposes of the Settlement. If, for any reason, the Settlement is not approved, the stipulation to class certification shall be void. The Parties further agree certification for purposes of the Settlement is not an admission that class action certification is proper under the standards applied to contested certification motions, and this Settlement Agreement shall not be admissible in this or any other proceeding as evidence that either (a) a class action should be certified, or (b) Defendants are liable to Plaintiff or any Class or PAGA Member, other than according to the Settlement's terms.

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

1 75. **Waiver:** No waiver of any condition or covenant contained in this Settlement
2 Agreement or failure to exercise a right or remedy by any of the Parties shall be considered to imply or
3 constitute a further waiver by such Party of the same or any other condition, covenant, right or remedy.

4 76. **Enforcement Action:** In the event one or more of the Parties institutes any legal action
5 or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to
6 declare rights and/or obligations under this Settlement, the successful Party or Parties shall be entitled to
7 recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert
8 witness fees incurred in connection with any enforcement actions.

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

14 78. **Cooperation and Execution of Necessary Documents:** All Parties will cooperate in
15 good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
16 Settlement Agreement. All Parties will also cooperate in good faith to continue and/or vacate any and all
17 upcoming court dates, hearing dates, and/or deadlines, including deadlines to respond to discovery
18 and/or file and serve motion(s) to compel, motions for class certification, etc.

19 79. **All Terms Subject to Final Court Approval:** All amounts and procedures described in
20 this Settlement Agreement shall be subject to final Court approval.

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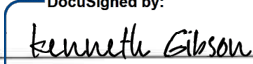
SIGNATURES

READ CAREFULLY BEFORE SIGNING

THE PARTIES HAVE READ THE SETTLEMENT AGREEMENT. BY SIGNING BELOW, THEY ACKNOWLEDGE THEY HAVE CONSULTED WITH LEGAL COUNSEL REGARDING THE SETTLEMENT AGREEMENT, KNOW THE CONTENTS IN THE SETTLEMENT AGREEMENT, AND SIGN THE SAME AS THEIR FREE, KNOWING, AND VOLUNTARY ACT AND DEED, BEING FULLY AWARE OF ITS CONSEQUENCES AND ITS FINAL AND BINDING EFFECT.

PLAINTIFF

Dated: 4/24/2025

DocuSigned by:

Plaintiff Kenneth Gibson

DEFENDANT SHIMMICK CEC JOINT VENTURE

Dated: 4/18/25



TRACE PORTER

Please Print Name of Authorized Signatory

DEFENDANT SHIMMICK CONSTRUCTION COMPANY, INC.

Dated: 4/18/25



TRACE PORTER

Please Print Name of Authorized Signatory

DEFENDANT CALIFORNIA ENGINEERING CONTRACTORS, INC.

Dated:

Please Print Name of Authorized Signatory

SIGNATURES

READ CAREFULLY BEFORE SIGNING

THE PARTIES HAVE READ THE SETTLEMENT AGREEMENT. BY SIGNING BELOW, THEY ACKNOWLEDGE THEY HAVE CONSULTED WITH LEGAL COUNSEL REGARDING THE SETTLEMENT AGREEMENT, KNOW THE CONTENTS IN THE SETTLEMENT AGREEMENT, AND SIGN THE SAME AS THEIR FREE, KNOWING, AND VOLUNTARY ACT AND DEED, BEING FULLY AWARE OF ITS CONSEQUENCES AND ITS FINAL AND BINDING EFFECT.

PLAINTIFF

Dated: _____

Plaintiff Kenneth Gibson

DEFENDANT SHIMMICK CEC JOINT VENTURE

Dated: _____

Please Print Name of Authorized Signatory

DEFENDANT SHIMMICK CONSTRUCTION COMPANY, INC.

Dated: _____

Please Print Name of Authorized Signatory

DEFENDANT CALIFORNIA ENGINEERING CONTRACTORS, INC.

Dated: 4/7/25



Wahid Tadros, President
Please Print Name of Authorized Signatory

EXHIBIT A

Kenneth Gibson v. Shimmick CEC Joint Venture, et al., Case No. 23CV026333

Gibson v. Shimmick Construction, Inc., California Engineering Contractors, Inc., Shimmick CEC Joint Venture, et al.,
Case No. 23CV026333
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF ALAMEDA
NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully.



<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Name/Address Changes (if any):

To: All current and former watchpersons of the joint venture between Shimmick and CEC who worked for Shimmick CEC Joint Venture (the “JV” or “Defendants”) on the TBT retrofit project for the Bay Area Rapid Transit (“BART”) at any time from November 22, 2021 to October 31, 2023 (“Class Members” and “PAGA Members”).

On _____, the Honorable Julia Spain of the Alameda County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendants’ records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at __:00 __.m. on _____, 2025 in Department 520 of the Alameda County Superior Court, Hayward Hall of Justice, located at 24405 Amador Street, Hayward, California 94544.

Please also note that the Final Approval Hearing may be rescheduled by the Court to another date and/or time. Please visit <https://eportal.alameda.courts.ca.gov> for any scheduling changes.

If you move, you must send the Settlement Administrator your new address; otherwise, you may never receive your settlement payment. It is your responsibility to keep a current address on file with the Settlement Administrator.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don’t Have to Do Anything to Participate in the Settlement	If you do nothing, you will be deemed a “Participating Class Member,” and will be eligible for a payment from the Net Settlement Fund and, if you are also a PAGA Member, the PAGA Net Fund. In exchange, you will be bound by the terms of the proposed Settlement and give up your right to assert wage and hour claims that were or could have been alleged against Defendants based on the same facts alleged in the Action, including the PAGA Notice Letter, Original Complaint, and First Amended Complaint, during the Class Release Period.
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You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [DATE]	If you don't want to participate in the proposed class settlement, you can opt-out by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will no longer be eligible for a payment from the Net Settlement Fund and will not be bound by the terms of the proposed class settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. PAGA Members remain eligible to receive a payment from the PAGA Net Fund and must give up their rights to pursue PAGA penalty claims against Defendants based on the facts alleged in the PAGA Notice Letter, Original Complaint, and First Amended Complaint during the PAGA Period.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [DATE]	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed class settlement, but not the PAGA settlement.
You Can Participate in the [DATE] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [DATE] in Department 520 of the Alameda County Superior Court, Hayward Hall of Justice, located at 24405 Amador Street, Hayward, California 94544. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. If the Court grants final approval of the Settlement despite your objection, you will receive a payment from the Net Settlement Fund and you will be bound by the terms of the Settlement and Release.

Summary of the Litigation

Plaintiff Kenneth Gibson ("Plaintiff") (Plaintiff and Defendants are collectively, the "Parties"), on behalf of himself and other current and former non-exempt watchpersons, alleges that Defendants violated California state labor laws as a result of their alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks; (3) timely pay all wages owed to employees during each pay period and upon termination of their employment; (4) reimburse employees for necessary business expenses; and (5) provide employees with accurate, itemized wage statements, time records, and payroll records ("Action"). Defendants deny that they have done anything wrong and dispute all the claims in the Action.

After the exchange of relevant information and evidence, the Parties agreed to mediate in an attempt to informally resolve the claims in the case. The Parties participated in a mediation with Craig Ackermann and with Mr. Ackermann's guidance were able to negotiate a Settlement.

The Court did not decide in favor of Plaintiff or Defendants. Instead, both sides agreed to the Settlement. This allows the Parties to avoid the risk and uncertainty of trial and any subsequent appeal, and all affected employees who have not opted out of the Settlement will receive compensation.

The Settlement is not an admission of liability by Defendants. Defendants have denied, and continue to deny, the factual and legal allegations in the case and believe that they have valid defenses to Plaintiff's claims. Defendants strongly deny violating any laws or failing to pay wages and contend they complied with all applicable laws. The Settlement represents a

compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendants that Plaintiff's claims in the Action have merit or that Defendants have any liability to Plaintiff or the proposed class on those claims. By agreeing to settle, Defendants are not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendants have agreed to settle the case as part of a compromise with Plaintiff.

Counsel for Plaintiff, and the attorneys appointed by the Court to represent the class, are: Mark Yablonovich, Monica Balderrama, Tony Roberts, LAW OFFICES OF MARK YABLONOVICH, 9465 Wilshire Blvd., Suite 300, Beverly Hills, CA 90212, Phone: (310) 286-0246 ("Class Counsel"). Class Counsel have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognizes that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believes the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

There will be no retaliation or adverse action taken by Defendants against any Class Member who participates in the Settlement or opt out of the Settlement.

Summary of The Proposed Settlement Terms

Plaintiff and Defendants have agreed to settle class and PAGA claims in exchange for a Gross Settlement Amount of \$230,000. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) a Class and PAGA Representative and General Release Payments totaling \$10,000.00 to Plaintiff for his services on behalf of the class, as well as a general release of all claims arising out of his employment with the JV; (3) \$76,666.67 in Class Counsel's fees and up to \$10,000.00 in Class Counsel's litigation costs and expenses; (4) approximately \$12,833.33 for the settlement of claims under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), of which 75% will be paid to the California Labor and Workforce Development Agency ("LWDA") in connection with the PAGA, and 25% ("PAGA Net Fund") will be paid to all PAGA Members; and (5) reasonable Settlement Administrator's fees and expenses currently estimated at \$5,000. After deducting the above payments, a total of approximately \$115,500.00 will be allocated to Class Members who do not opt out of the Settlement Class ("Net Settlement Fund"). Additionally, all PAGA Members will receive a proportional share of the \$3,208.33 PAGA Net Fund, regardless of whether they opt out of the Settlement Class. This allocation of the payment to the LWDA is required by California law.

The foregoing amounts have only been preliminarily approved by the Court and the final amounts of these various payments are all subject to Court approval.

No portion of the Gross Settlement Amount will be returned to Defendants.

Payments from Net Settlement Fund. Defendants will calculate the total number of Workweeks worked by each Class Member from January 26, 2020 through October 31, 2023 ("Class Release Period") and the aggregate total number of Workweeks worked by all Class Members during the Class Release Period. To determine each Class Member's estimated share of the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of Workweeks during the Class Release Period, resulting in the "Workweek Value." Each Class Member's share of the Net Settlement Fund will be calculated by multiplying each individual Class Member's total number of Workweeks by the Workweek Value. Any workweek in which a Class Member worked at least one day shall be counted as a Workweek.

All settlement payments are subject to taxation. Each Class Member Payment will be allocated as follows: (a) 35% as wages that will be subject to deductions and withholdings for the employee's share of state and federal payroll taxes; and (b) 65% as penalties and interest that will not be subject to deductions and withholdings. Each Participating Class Member will

receive an IRS Form W-2 with respect to the portion of the Settlement Payment allocated to wages and an IRS Form-1099 with respect to the portion of the Settlement Payment allocated to penalties and interest, unless said payment is less than \$600. Prior to mailing Settlement checks, the Settlement Administrator will calculate and deduct the employee's required withholdings and payroll taxes from the "wage" portion of the Settlement payment. The JV will separately pay the employer's share of payroll taxes with respect to the "wage" portion of each Settlement payment.

Please note that Participating Class Members will be responsible for their share of taxes attributable to the receipt of a Class Member Payment. The Parties and their attorneys cannot provide and will not provide any advice regarding tax obligations. Class Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class Member's share of the Net Settlement Fund according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Fund.

According to Defendants' records, you worked during the Class Release Period as a non-exempt watchperson for a total of _____ Workweeks. Accordingly, your estimated payment from the Net Settlement Fund is approximately \$_____.

Payments from PAGA Net Fund. Defendants will calculate the total number of Pay Periods worked by each PAGA Member from November 22, 2021 through October 31, 2023 ("PAGA Period") and the aggregate total number of Pay Periods worked by all PAGA Members during the PAGA Period. To determine each PAGA Member's estimated share of the PAGA Net Fund, the Settlement Administrator will use the following formula: The PAGA Net Fund will be divided by the aggregate total number of Pay Periods during the PAGA Period, resulting in the "PAGA Pay Period Value." Each PAGA Member's share of the PAGA Net Fund will be calculated by multiplying each individual PAGA Member's total number of Pay Periods in the PAGA Period by the PAGA Pay Period Value. Any pay period in which a PAGA Member worked at least one day shall be counted as a Pay Period.

All settlement payments are subject to taxation. Each individual PAGA Member Payment will be allocated as follows: 100% as penalties that will not be subject to deductions and withholdings. Each PAGA Member will receive an IRS Form-1099 for their individual PAGA Member Payment, unless not required by IRS regulations.

The Parties and their attorneys cannot provide and will not provide any advice regarding tax obligations. PAGA Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

According to Defendants' records, you worked during the PAGA Period as a non-exempt watchperson for a total of _____ Pay Periods. Accordingly, your estimated payment from the PAGA Net Fund is approximately \$_____.

A Request for Exclusion does not exclude a PAGA Member from the release of claims under California Labor Code sections 2698, *et seq.* and PAGA Members will receive their portion of the PAGA Net Fund even if they submit a valid Request for Exclusion.

Disputes: If you believe the Workweek and/or Pay Period information provided above is incorrect, please contact the Settlement Administrator to dispute the calculation. To be valid, your written dispute of Workweeks and/or Pay Periods worked must: (1) include your full name and address and (2) be accompanied by satisfactory evidence of the workweeks and/or pay periods you contend you worked as an hourly, non-exempt watchperson for Defendants during the Class Release Period and/or PAGA Release Period, including any supporting documentation (such as check stubs, W-2s, or letters from HR). All disputes must be postmarked or faxed on or before **[insert date of Response Deadline]** and must be sent to:

Settlement Administrator
Address
Address

Fax No. _____

If you dispute the information stated above, Defendants' records will control unless you are able to provide documentation that establishes otherwise.

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If want to receive your payment from the Settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court. If you move, you must provide the Settlement Administrator with your current mailing address or you may not receive your portion of the Net Settlement Fund and/or PAGA Net Fund.

If you choose **Option 1**, and if the Court grants final approval of the Settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released or waived the Released Class Claims, and if you are also a PAGA Member, the Released PAGA Claims.

Released Class Claims: "Released Class Claims" means the claims released by Class Members (other than those who submit Requests for Exclusion) that were alleged or reasonably could have been alleged based on the same facts and claims alleged in the original Complaint, First Amended Class Action and PAGA Complaint, and/or PAGA Notice Letter and arising during the Class Release Period, including claims under California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 223, 224, 225.5, 226(a) and (e), 226.3, 226.7, 227.3, 246(i) and (b)(1), 248.5, 510, 512, 558, 1174(d), 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 2810.5, Sections 3, 4, 5, 6, 8, 10, and 11 of the California IWC Wage Orders, California Code of Regulations Title 8, section 11160, and California Business & Professions Code sections 17200, *et seq.*, California Code of Civil Procedure § 1021.5. The Released Class Claims exclude all other claims, including claims for wrongful termination, unemployment insurance, disability, and workers' compensation.

Released PAGA Claims: "Released PAGA Claims" means all claims for PAGA civil penalties that were alleged or reasonably could have been alleged based on the same facts and claims alleged in the PAGA Notice Letter, original Complaint, or First Amended Class Action and PAGA Complaint, arising during the PAGA Period, including the following: (a) all claims for civil penalties stated in the Action alleging violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 223, 224, 225.5, 226(a), 226(c), 226(e), 226.3, 226.7, 227.3, 246, 246.8, 248.5, 510, 512, 558, 1174(d), 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2698, 2699, 2699.3, 2699.5, 2800, 2802, 2810.5, Sections 3, 4, 5, 6, 8, 10 and 11 of the California IWC Wage Orders, California Code of Regulations Title 8, section 11160; and (b) all claims for civil penalties for alleged (i) failure to pay overtime wages; (ii) failure to pay minimum wages; (iii) failure to provide meal periods, properly record meal periods, and/or pay meal period premium wages; (iv) failure to provide rest periods and/or pay rest period premium wages; (v) reporting time pay; (vi) failure to timely pay wages during employment; (vii) failure to timely pay wages upon termination; (viii) failure to provide accurate wage statements; (ix) failure to maintain accurate and complete payroll records and timekeeping records; (x) failure to provide written notice of material information; (xi) failure to reimburse necessary business expenses; and (xii) failure to pay accrued sick pay and provide proper notice.

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the Settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action and PAGA Settlement, decided not to participate in the Settlement, and desire to be excluded from the class portion of the Settlement. To be valid, the Request for Exclusion must: (a) set forth your full name, current address, telephone number and the last four digits of your Social Security Number; (b) be signed; (c) be returned to the Settlement Administrator, as outlined below; (d) include the following statement or a similar statement: "I wish to exclude myself from the class

settlement reached in the matter of *Gibson v. Shimmick, et al.* I understand that by excluding myself, I will not receive any money from the class settlement reached in this matter”; and (e) be postmarked on or before the deadline outlined below.

Settlement Administrator

c/o _____

The Request for Exclusion must be postmarked or faxed not later than _____, 2025. If you submit a Request for Exclusion which is not postmarked or faxed by _____, 2025, your Request for Exclusion will be rejected, and you will be included in the settlement class as a Class Member.

If you choose **Option 2**, you will no longer be a Class Member, you will not receive a Payment from the Net Settlement Fund, and you will not have released the Released Class Claims. Please note that if you are also a PAGA Member, you cannot request exclusion as a PAGA Member and you will still release the Released PAGA Claims and will still receive a payment from the PAGA Net Fund.

Option 3 – Object to the Settlement

If you decide to object to the Settlement because you find it unfair or unreasonable, you may submit a written objection stating why you object to the Settlement, or you may instead appear at the Final Approval Hearing to object to the Settlement. For the Notice of Objection to be valid, it must include: (a) your full name, signature, address, telephone number, and last four digits of your Social Security Number; (b) the dates of your employment with Defendants; (c) a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) copies of any papers, briefs, or other documents upon which the objection is based; (e) the full name, address, and telephone number of your legal representative, if any; and (f) a statement whether you intend to appear at the final approval hearing. Your objection must be submitted to the administrator at:

Settlement Administrator

c/o _____

All written objections must be postmarked not later than _____, 2025. By submitting an objection, you are not excluding yourself from the Settlement. To exclude yourself from the Settlement, you must follow the directions described above. Please note that you cannot both object to the Settlement and exclude yourself. You must choose one option only. Only Participating Class Members have the right to object to the Settlement.

You may also, if you wish, appear at the Final Approval Hearing set for _____ at _____ a.m./p.m. in the Superior Court of the State of California, for the County of Alameda and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney at your own expense to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Class Claims and Released PAGA Claims.

Please note that Defendants approve the Settlement and will not retaliate in any way against any Class Member for participating in the Settlement. Your decision to participate, not participate, or object to this Settlement will not affect your employment with Defendants or Defendants’ treatment of you as a former employee.

Additional Information

It is recommended that Class Members and PAGA Member seek his/her/their own personal tax advice prior to acting in response to the Notice.

This Notice of Class Action and PAGA Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. Please visit the Settlement Administrator's website at [] and enter the password .

The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website, known as "eCourt Public Portal," at <https://eportal.alameda.courts.ca.gov>. After arriving at the website and creating an account, click the "Search" tab at the top of the page, then select the Document Downloads link, enter the case number and click "Submit." Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

To view the Register of Actions, go to the "Search" tab at the top of the page, then select the "Search by Case Number" enter the case number 23CV026333, select "Search" and click the link to the case name. You will see the Register of Actions and more.

All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR DEFENDANTS' ATTORNEYS
WITH INQUIRIES.