

ADDENDUM TO JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

Gibson v. Shimmick Construction, Inc., California Engineering Contractors, Inc., Shimmick CEC Joint Venture

SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF ALAMEDA, Case No. 23CV026333

Plaintiff Kenneth Gibson (“Plaintiff”) and Defendants Shimmick Construction, Inc., California Engineering Contractors, Inc., and Shimmick CEC Joint Venture (“Defendants”) (Plaintiff and Defendants together the “Parties”), by and through their counsel of record, enter into the following Addendum to the Joint Stipulation of Class Action and PAGA Settlement and Release (the “Addendum”). The terms of this Addendum, agreed to by the Parties through their counsel of record, and subject to Court approval, will serve as an addendum to the terms and conditions of the Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement Agreement” or “Agreement”) in *Gibson v. Shimmick Construction, Inc., et al.*, Alameda County Superior Court, Case No. 23CV026333 (the “Action”).

RECITALS

On June 9, 2025, after the Parties reached a Settlement, Plaintiff filed a Motion for Preliminary Approval of Class Action and PAGA Settlement, which was set for hearing for July 18, 2025.

On July 16, 2025, the Court issued a tentative ruling finding, among other things, that: “The release by the class and state of California is overly broad as it requires the release for all claims beyond those that were and could have been alleged in the Complaint and Notice.”

The Court further ordered that the Parties file “a supplemental declaration and revised proposed Settlement Agreement that incorporates the required changes and proposed Order reflecting said changes no later than seven (7) days before the August 1, 2025 hearing date.”

On July 18, 2025, the Court adopted its tentative ruling and it became the Court’s final order.

Accordingly, the Parties agree to enter into this Addendum.

TERMS OF ADDENDUM

1. All terms and conditions of the Settlement Agreement are the same except as provided for in this Addendum.

2. Counsel for the Parties are authorized to sign this Addendum pursuant to Paragraph 61 of the Settlement Agreement, which provides that the “Settlement Agreement may be amended or modified only by a written instrument signed by counsel for all Parties.”

3. This Addendum adopts and incorporates by reference the terms and conditions of the Settlement Agreement, together with the definitions used and contained in the Settlement Agreement. Capitalized terms used in this Addendum without definition have the meanings assigned to them in the Settlement Agreement. The terms defined in this Addendum have their assigned meanings.

4. The Parties agree to the following modifications of Paragraph 30 of the Settlement Agreement:

¶ 30: “Released Class Claims” means the claims released by Class Members (other than those who submit Requests for Exclusion) that were alleged based on the same facts and claims alleged in the original Complaint and First Amended Class Action and PAGA Complaint 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.

5. The Parties agree to the following modifications of Paragraph 31 of the Settlement Agreement:

¶ 31: “Released PAGA Claims” means all claims for PAGA civil penalties that were alleged based on the same facts and claims alleged in the PAGA Notice Letter, original Complaint and 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.

6. The Parties further agree that Paragraph 51 is modified to the extent it references the term “Released Class Claims” and thus hereby incorporates modified Paragraph 30 as set forth above.

7. The Parties further agree that Paragraph 52 is modified to the extent it references the term “Released PAGA Claims” and thus hereby incorporates modified Paragraph 31 as set forth above.

8. The Parties agree to make the same above modifications to the Notice of Class Action and PAGA Action Settlement. The modified Notice is attached as Exhibit A.

9. The Parties agree that Plaintiff’s counsel will lodge an [Amended Proposed] Order Granting Motion for Preliminary Approval of Class Action and PAGA Settlement.

10. Plaintiff’s Counsel will file the Addendum with exhibits with the Court and submit the Addendum to the LWDA as part of seeking Court approval of the Settlement, per Labor Code section 2699(l)(2). Plaintiff will serve a copy of the Addendum on the LWDA on the same day the Addendum is filed with the Court.

11. Any inconsistencies or differences between this Addendum and the Settlement Agreement will be interpreted in favor of this Addendum.

This Addendum to the Settlement Agreement is subject only to the execution of the undersigned. This Addendum may, and is expected to, be executed in counterparts, and a fully executed photocopy, facsimile, or .pdf shall be as binding and valid as a fully executed original.

The undersigned have caused this Agreement to be executed.

Dated: July 23, 2025

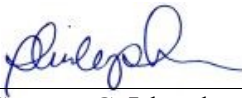
LAW OFFICES OF MARK YABLONOVICH

By: 
Mark Yablonoich
Monica Balderrama

Attorneys for Plaintiff Kenneth Gibson

Dated: July 23, 2025

LITTLER MENDELSON, P.C.

By: 

Gregory G. Iskander

Shirley Shu

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

EXHIBIT A

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

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 Jamilah A. Jefferson 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	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.
The Opt-out Deadline is [DATE]	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, 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 based on the same facts and claims alleged in the original Complaint and First Amended Class Action and PAGA Complaint 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 based on the same facts and claims alleged in the PAGA Notice Letter, original Complaint and 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.