

Sage S. Stone (State Bar No. 304086)
sstone@blackstonepc.com
Zachary T. Gershman (State Bar No. 328004)
zgershman@blackstonepc.com
Alexandra Rose (State Bar No. 329407)
arose@blackstonepc.com
Debashish Bakshi (State Bar No. 311115)
dbakshi@blackstonepc.com
Lizeth Marin (State Bar No. 360465)
lmarin@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

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

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

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

Plaintiffs,

vs.

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

Defendants.

Case No.: BCV-25-101034

Honorable Bernard C. Barmann, Jr.
Department H

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

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

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

[PROPOSED] ORDER

On April 17, 2026 at 8:30 a.m. in Department H of the above-captioned Court located at 1215 Truxtun Avenue, Bakersfield, California 93301, Plaintiffs Jossue Morentin and Keileon Hodge (together, “Plaintiffs”) Motion for Preliminary Approval of Class Action and PAGA Settlement, came on for hearing before the Honorable Bernard C. Barmann, Jr. Blackstone Law, APC appeared on behalf of Plaintiffs and Klein DeNatale Goldner appeared on behalf of Defendant Andros Engineering Corporation (“Defendant”).

The Court, having carefully considered the papers, argument of counsel, and all matters presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA Settlement.

IT IS HEREBY ORDERED THAT:

1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”) attached as Exhibit 3 to the Declaration of Lizeth Marin in Support of Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA Settlement. This is based on the Court’s determination that the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

2. This Order incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement.

3. The Court makes no finding and expressly does not adjudicate or determine any issue of liability, wrongdoing, or damages.

4. It appears to the Court on a preliminary basis that the Settlement is fair, adequate, and reasonable. It appears to the Court that extensive investigation and research have been conducted such that counsel for the parties at this time are able to reasonably evaluate their respective positions. It further appears to the Court that the Settlement, at this time, will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would be presented by the further prosecution of the case. It further appears that the Settlement has been reached as the result of intensive, serious, and non-collusive, arms-length negotiations, and was entered into in good faith.

1 5. The Court preliminarily finds that the Settlement, including the allocations for the
2 Attorneys' Fees and Costs, Enhancement Payments, LWDA Payment, Settlement Administration
3 Costs, and payments to the Settlement Class Members and PAGA Employees provided for in the
4 Settlement Agreement, appear to be within the range of reasonableness of a settlement that could
5 ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary recovery
6 that is being granted as part of the Settlement and preliminarily finds that the monetary settlement
7 awards made available to the Class Members and PAGA Employees are fair, adequate, and reasonable
8 when balanced against the possible outcome of further litigation relating to certification, liability, and
9 damages issues and are consistent with the requirements of California Labor Code § 2699(e)(1).

10 6. The Court finds that notice of the proposed PAGA settlement, including the settlement
11 agreement and any required materials, has been provided to the California Labor and Workforce
12 Development Agency ("LWDA") in accordance with California Labor Code section 2699(l)–(m).

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

22 8. The Court conditionally certifies, for settlement purposes only, the Class, defined as
23 follows:

24 All current and former hourly-paid and/or non-exempt employees who worked for
25 Defendant in the State of California at any time during the Class Period.

26 (The Class Period is defined as the period from March 21, 2021 through February
27 6, 2026.)

28 9. The Court provisionally appoints Jonathan M. Genish, Sage S. Stone, Alexandra Rose,
Zachary T. Greshman, Lizeth Marin, and Debashish Bakshi of Blackstone Law, APC as counsel for

1 the Class (“Class Counsel”).

2 10. The Court provisionally appoints Plaintiffs Jossue Morentin and Keileon Hodge as the
3 representatives of the Class (“Class Representatives”).

4 11. The Court provisionally appoints Apex Class Action LLC to handle the administration
5 of the Settlement (“Settlement Administrator”).

6 12. Within fourteen (14) calendar days of the date of entry of this Order, Defendant will
7 provide the Settlement Administrator with the following information about each Class Member: full
8 name, last known mailing address, Social Security number, and number of Workweeks and Pay
9 Periods (or sufficient information for the Settlement Administrator to calculate and/or verify the
10 number of such Workweeks and Pay Periods) (collectively referred to as the “Class List”) in
11 conformity with the Settlement Agreement. The Class List, including any Social Security numbers,
12 shall be treated as confidential information and used solely for purposes of settlement administration
13 and notice in this action. The Settlement Administrator shall implement reasonable administrative,
14 technical, and physical safeguards to protect the confidentiality and security of the Class List, shall
15 not disclose Class Member information to any person or entity except as necessary to perform its
16 duties under the Settlement Agreement, and shall not provide Class Member identifying information
17 to Class Counsel, except as required by the Settlement Agreement.

18 13. The Court approves, both as to form and content, the Notice of Class Action Settlement
19 (“Class Notice”) attached hereto as **Exhibit 1**. The Class Notice shall be provided to Class Members
20 in the manner set forth in the Settlement Agreement. The Court finds that the Class Notice appears to
21 fully and accurately inform the Class Members of all material elements of the Settlement, of Class
22 Members’ right to be excluded from the Class Settlement by submitting a Request for Exclusion, of
23 Class Members’ right to dispute the Workweeks and/or Pay Periods credited to each of them by
24 submitting a Dispute, and of each Settlement Class Member’s right and opportunity to object to the
25 Class Settlement by submitting a Notice of Objection to the Settlement Administrator. The Court
26 further finds that distribution of the Class Notice substantially in the manner and form set forth in the
27 Settlement Agreement and this Order, and that all other dates set forth in the Settlement Agreement
28 and this Order, meet the requirements of due process and shall constitute due and sufficient notice to

1 all persons entitled thereto. The form and method of giving notice complies fully with the requirements
2 of California Code of Civil Procedure section 382, California Civil Code section 1781, California
3 Rules of Court 3.766 and 3.769, and the California and United States Constitutions. The Court further
4 orders the Settlement Administrator to mail the Class Notice in English and Spanish by First-Class
5 U.S. Mail to all Class Members within ten (10) business days of receipt of the Class List, pursuant to
6 the terms set forth in the Settlement Agreement. Concurrently with mailing the Class Notice, the
7 Settlement Administrator will post a copy of the Class Notice on its website at least until the date of
8 the Final Approval Hearing.

9 14. The Settlement Administrator will establish, maintain, and use an internet website to
10 post information of interest to Class Members including, the date, time, and location for the Final
11 Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the
12 Preliminary Approval Order, the Class Notice, the Motion for Final Approval, and the Final Approval
13 Order and Judgment.

14 15. The Court hereby preliminarily approves the proposed procedure, set forth in the
15 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
16 choose to be excluded from the Class Settlement by submitting a Request for Exclusion in conformity
17 with the requirements set forth in the Class Notice, to the Settlement Administrator, postmarked on or
18 before the date that is forty-five (45) calendar days from the initial mailing of the Class Notice by the
19 Settlement Administrator to Class Members (“Response Deadline”), or, in the case of a re-mailed
20 Class Notice, the Response Deadline shall be extended fifteen (15) calendar days from the original
21 Response Deadline. Any such person who timely and validly chooses to opt out of, and be excluded
22 from, the Class Settlement will not be entitled to any recovery under the Class Settlement and will not
23 be bound by the Class Settlement or have any right to object, appeal, or comment thereon.
24 Nevertheless, all PAGA Employees will be bound by the PAGA Settlement and issued their Individual
25 PAGA Payment, irrespective of whether they submit a Request for Exclusion. Class Members who
26 do not submit a timely and valid Request for Exclusion (i.e., Settlement Class Members) shall be
27 bound by the Settlement Agreement and any final judgment based thereon.
28

16. A Final Approval Hearing shall be held before this Court on _____ at _____ a.m./p.m. in Department H of the Kern County Superior Court, located at 1215 Truxtun Avenue, Bakersfield, California 93301, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members and PAGA Employees; and determine whether to approve the requests for the Attorneys' Fees and Costs, Enhancement Payments, Settlement Administration Costs, and allocation for the PAGA Amount.

17. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys’ Fees and Costs, Enhancement Payments, and Settlement Administration Costs, along with the appropriate declarations and supporting evidence, including the Settlement Administrator’s declaration, by _____, to be heard at the Final Approval Hearing.

18. To object to the Class Settlement, a Settlement Class Member must submit their Notice of Objection to the Settlement Administrator on or before the Response Deadline. The Notice of Objection must be signed and must contain the information that is required, as set forth in the Class Notice, including and not limited to the grounds for the objection. Settlement Class Members, individually or through counsel, may also present their objection orally at the Final Approval Hearing, regardless of whether they have submitted a Notice of Objection.

19. In the event the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and the parties shall revert back to their respective positions as of before entering into the Settlement Agreement. The fact that the Court certified the Class for settlement purposes shall not be admissible in any forum or proceeding or have any bearing on the issue of whether any class should be certified in a non-settlement context.

1 20. The Court reserves the right to adjourn or continue the date of the Final Approval
2 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
3 Members and retains jurisdiction to consider all further applications arising out of or connected with
4 the Settlement.

5 21. The Court further orders that, pending further order of this Court, all proceedings in
6 this lawsuit, except those contemplated herein and in the settlement, are stayed.

7 **IT IS SO ORDERED.**

8 Dated: _____

Honorable Bernard C. Barmann, Jr.
Judge of the Superior Court

EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT

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

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or Pay Periods that you are credited with, if you so choose.

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

I. IMPORTANT DEFINITIONS

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

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

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

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

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

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

II. BACKGROUND OF THE ACTION

On March 21, 2025, Plaintiff Morentin commenced a putative class action lawsuit by filing a Class Action Complaint in the Action. On April 25, 2025, Plaintiff Morentin filed a First Amended Class Action Complaint in the Action. On July 29, 2025, Plaintiff Hodge provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that Plaintiff Hodge contends were violated ("PAGA Letter"). On [redacted], Plaintiffs filed a Second Amended Class and Representative Action Complaint ("Operative Complaint") in the Action.

Plaintiffs contend that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* ("PAGA"). Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

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

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

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

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

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

Counsel for Defendant’s:

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

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiffs, Class Members, or PAGA Employees. Plaintiffs and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Employees.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Four Hundred Fifty Thousand Dollars and Zero Cents (\$450,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is

referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees, in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$157,500.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) to Class Counsel; (2) Enhancement Payments in amounts not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) each to Plaintiffs (total, \$15,000.00) for their services in the Action; (3) the amount of Twenty-Two Thousand Five Hundred Dollars and Zero Cents (\$22,500.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”), of which the LWDA will be paid 65% (\$14,625.00) (“LWDA Payment”) and the remaining 35% (\$7,875.00) will be distributed to PAGA Employees (“PAGA Employee Amount”); and (4) Settlement Administration Costs in an amount not to exceed Six Thousand Nine Hundred and Ninety Dollars and Zero Cents (\$6,990.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member worked for Defendant as an hourly-paid and/or non-exempt employee in California during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as ten percent (10%) as wages, which will be reported on an IRS Form W-2, and ninety percent (90%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). The employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares (“Employer Taxes”) will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount (“Individual PAGA Payment”) based on the number of pay periods each PAGA Employee worked for Defendant as an hourly-paid and/or non-exempt employee in California during the PAGA Period (“Pay Periods”). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 35% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the “PAGA Pay Period Value,” and multiplied each PAGA Employee’s individual Pay Periods by the Pay Period Value to yield each PAGA Employee’s Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and Pay Periods (if applicable) Based on Defendant’s Records

According to Defendant’s records:

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

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator (“Dispute”). The Dispute must: (a) contain the case name and number of the Action (*Morentin and Hodge v. Andros Engineering Corporation*, Case No. BCV-25-101034); (b) contain your full name, signature, address,

telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

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

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

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [redacted]. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [redacted] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

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

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

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

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$157,500.00) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) (collectively, "Attorneys' Fees and Costs"), subject to approval by the Court. The Attorneys' Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiffs, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payments to Plaintiffs

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

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Six Thousand Nine Hundred Ninety Dollars and Zero Cents (\$6,990.00) ("Settlement Administration Costs") for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are a PAGA Employee and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

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

B. Request Exclusion from the Class Settlement

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

[Settlement Administrator]

[Mailing Address]

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

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

C. Object to the Class Settlement

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

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

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

V. FINAL APPROVAL HEARING

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

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

You can find more information regarding appearing remotely online at:

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

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Action by visiting 1215 Truxtun Avenue, Bakersfield, California 93301 during normal business hours, or by online by visiting the following website: <https://www.kern.courts.ca.gov/online-services/case-information-search>

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

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

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