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Attorneys for Plaintiffs, *on behalf of the Class*, *the State of California and Aggrieved Employees*

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO

RAMIRO LAMAS and SELIN DABOUB on behalf of themselves, all similarly situated, the State of California and Aggrieved Employees, Plaintiffs, vs. CENTERRA GROUP LLC; CENTERRA INTEGRATED FLEET SERVICES LLC; CONSTELLIS HOLDINGS LLC, Defendants,	Case No. 23CV000854 Hon. Lauri A. Damrell **DECLARATION OF CAROLYN H. COTTRELL IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** Date: October 10, 2025 Time: 9:00 a.m. Dept.: 22 Action Filed: May 1, 2023

I, Carolyn H. Cottrell, declare as follows:

1. I am an attorney duly licensed to practice law in the State of California. I am a member in good standing of the State Bar of California, I am admitted to the United States District Courts for the Northern, Eastern, Central, and Southern Districts of California. I am admitted to the Ninth Circuit Court of Appeals.

2. I am a partner at Schneider Wallace Cottrell Kim LLP ("SWCK"). SWCK specializes in class and representative action litigation in state and federal court.

3. I submit this declaration in support of the Motion for Final Approval of Class and PAGA Action Settlement ("Motion") filed by Plaintiffs Ramiro Lamas and Selin Daboub ("Plaintiffs") in the above-captioned matter ("Action"). I am familiar with the file, the documents, and the history of this Action.

4. The following statements are based on my personal knowledge and review of the files. If called to do so, I could and would testify competently thereto.

QUALIFICATIONS, EXPERIENCE, AND EXPERTISE

5. SWCK is regarded as one of the leading private plaintiffs' firms in wage and hour class actions and employment class actions. In November 2012, the Recorder listed the firm as one of the "top 10 go-to plaintiffs' employment firms in Northern California." The partners and attorneys have litigated major wage and hour class actions, have won several prestigious awards, and sit on important boards and committees in the legal community. SWCK was founded by Todd Schneider in 1993, and I have been a member of the firm since 2018.

6. SWCK has acted or is acting as class counsel in numerous cases. A partial list of cases which have been certified and/or settled as class actions includes: A partial list of cases which have been certified and/or settled as class actions includes: *Roberts v. Turning Point Community Programs*, (Case No. 23cv001916) (Sacramento Superior Court, July 7, 2025) (final approval of class and PAGA settlement); *Weaver v. Amentum Services, Inc.* (Case No. 37-2021-00049868-CU-OE-CTL) (San Diego Superior Court, July 11, 2025) (final approval of California class and PAGA representative action); *Morel v. HNTB Corporation, et al.* (Case No. 3:2022-cv-00408) (United States District Court, Southern District of California, July 7, 2025) (final approval of California

class and PAGA representative action); *Tovar v. GC Services Limited Partnership*, (Case No 37-2021-00038640-CU-OE-CTL) (San Diego Superior Court, July 3, 2025) (final approval of Class and PAGA settlement); *Morales, et al. v. Porto's Bakery, Inc., et al.* (Case No. 20STCV34675) (Los Angeles Superior Court, June 25, 2025) (class certification of California class in consolidated matter); *Bryant v. Renaissance Villages, Inc.* (Case No. RIC2002756) (Riverside Superior Court, May 13, 2025) (final approval of California class and PAGA representative action); *Impey v. Parsons Transportation Group, Inc.* (Case No. CIVSB220100) (San Bernardino Superior Court, February 18, 2025) (final approval of PAGA representative action); *Cohen v. Peloton Interactive, Inc., et al.* (Case No. 2:22-cv-01425-MWF-E) (United States District Court, Central District of California, February 12, 2025) (final approval of FLSA collective, California class, and PAGA representative action); *Corley v. Invitation Homes Realty California, Inc.* (Case No. CIVSB2213022) (San Bernardino Superior Court, January 9, 2025) (final approval of California class, and PAGA representative action); *Salonga, et al. v. Aegis Senior Communities, LLC, et al*. (Case No. 22CV007450) (Alameda Superior Court, August 30, 2024) (final approval of FLSA collective, California class, and Private Attorney General PAGA representative action); *Chavez v. Teasdale Foods, Inc*. (Case No. 21CV-03035) (Merced Superior Court, August 28, 2024) (class certification of a California class and subclasses); *Walker v. Nursefinders, LLC, et al*. (Case No. 3:22-CV-04084-AGT) (Northern District of California, August 27, 2024) (final approval of California class and PAGA representative action settlement); *Magana v. Goya Foods of California, Inc., et al.* (Case No. 20STCV43233) (Los Angeles Superior Court, July 10, 2024) (class certification of California rounding, meal, and wage statement subclasses); *Bonner v. Providence Health System-Southern California* (Case No. 21STCV09585) (Los Angeles Superior Court, July 16, 2024) (class certification of a California rounding subclass and derivative subclasses); *Miles v. Kirkland* (Case No. 5:18-cv-01559-JWH) (Central District of California, June 7, 2024) (class certification of a California rest break subclass); *Clavel v. San Diego Sunrise Management Company* (Case No. 37-2020-00028205-CU-OE-CTL) (San Diego Superior Court, May 29, 2024) (final approval of California class action settlement); *Randall, et al. v. Integrated Communication Service Inc., et al.* (Case No. 3:20-cv-05438-DGE) (Western District of Washington, March 29, 2024) (final

approval of three-state class and FLSA collective action settlement); *Wright, et al. v. Frontier Mgmt. LLC, et al.,* (Case No. 2:19-cv-01767-JAM-CKD) (Eastern District of California, March 13, 2023) (final approval of California, Illinois, Oregon, and Washington class and FLSA collective action settlement); *Campos v. Extra Express (Cerritos) Inc*., (Case No. BC715057) (Los Angeles Superior Court, Jan. 18, 2023) (final approval of California wage and hour class action settlement); *Huddleston v. John Christner Trucking, LLC,* (Case No. 4:17-cv-00549-GKF-CDL) (Northern District of Oklahoma, October 31, 2022) (final approval of California and Oklahoma class and FLSA collective action settlement where Plaintiff obtained class certification on behalf of misclassified truck drivers); *Tinaco v. Quik Stop Markets, Inc.* (Case No. RG20061119) (Alameda County Superior Court, June 23, 2022) (final approval of a class action settlement for failure to pay for all hours worked, failure to pay minimum and overtime wages, failure to provide meal and rest breaks, waiting time penalties, and failure to provide itemized wage statements, under California law); *Ramirez, et al. v. Rite Aid Corp., et al*., (Case No. CV 20-3531-GW-SKx) (Central District of California, May 19, 2022) (final approval of California class action and PAGA representative action settlement); *Madrigal v. Mission Lakes Country Club, Inc.* (Case No. RIC2003428) (Riverside County Superior Court, May 18, 2022) (final approval of California class action and PAGA representative action settlement); *Hazel v. Himagine Sols., Inc.,* Case No. RG20068159 (Alameda Co. Superior Court 2021) (final approval of a California class action settlement for failure to pay for all hours worked, failure to pay minimum and overtime wages, failure to provide meal and rest breaks, failure to reimburse necessary business expenditures, waiting time penalties, and failure to provide itemized wage statements); *Pine Manor Invs., LLC v. FPI Mgmt., Inc*., Case No. 34-2018-00237315 (Sacramento Co. Superior Court 2021) (final approval of a California class action settlement in action that alleged improper billing for workers compensation charges by an apartment complex management company); *Etcheverry v. Franciscan Health Sys.*, Case No. 3:19-cv-05261-RJB-MAT (W.D. Wash. 2021) (final approval of hybrid Fair Labor Standards Act and Washington class action); *Jean-Pierre v. J&L Cable TV Servs., Inc*., Case No. 1:18-cv-11499-MLW) (D. Mass 2021) (final approval of hybrid Fair Labor Standards Act and Massachusetts, New Hampshire, Maine, and Pennsylvania class action); *Amaraut v. Sprint/United Mgmt. Co*., Case No. 19-cv-411-

WQH-AHG (S.D. Cal. 2021) (final approval of hybrid Fair Labor Standards Act and California class action); *Diaz v. TAK Commc'ns CA, Inc*., Case No. RG20064706 (Alameda Co. Superior Court 2021) (final approval of hybrid Fair Labor Standards Act and California class action); *Villafan v. Broadspectrum Downstream Servs., Inc*., Case No. 3:18-cv-06741-LB (N.D. Cal. 2021) (final approval of class and collective action settlement for failure to pay minimum wages and overtime rates, failure to provide meal and rest breaks, failure to reimburse business expenses, and failure to provide itemized wage statements); *Jones, et al. v. CertifiedSafety, Inc., et al.* (lead Case No. 3:17-cv-02229-EMC) (Northern District of California, June 1, 2020) (final approval of hybrid Fair Labor Standards Act and California, Washington, Illinois, Minnesota, Alaska, and Ohio class action settlement for failure to pay for all hours worked, failure to provide meal and rest breaks, unreimbursed business expenses, waiting time penalties, and failure to provide itemized wage statements); *El Pollo Loco Wage and Hour Cases*, Case No. JCCP 4957 (Orange Co. Superior Court 2020) (final approval of a class action settlement for failure to pay for all hours worked, failure to provide meal and rest breaks, unreimbursed business expenses, waiting time penalties, and failure to provide itemized wage statements, under California law); *Soto v. O.C. Commc'ns, Inc*., Case No. 3:17-cv-00251-VC (N.D. Cal. 2019) (final approval of a hybrid Fair Labor Standards Act and California and Washington law Rule 23 action with joint employer allegations); *Manni v. Eugene N. Gordon, Inc.*, Case No. 34-2017-00223592 (Sacramento Co. Superior Court) (final approval of a class action settlement for failure to pay for all hours worked, failure to pay minimum and overtime wages, failure to provide meal and rest breaks, waiting time penalties, and failure to provide itemized wage statements, under California law); *Van Liew v. North Star Emergency Servs., Inc*., Case No. RG17876878 (Alameda Co. Superior Court) (final approval of a class action settlement for failure to pay for all hours worked, failure to pay minimum and overtime wages, failure to provide meal and rest breaks, failure to reimburse for necessary business expenditures, waiting time penalties, and failure to provide itemized wage statements, under federal law); *Asalati v. Intel Corp*., Case No. 16cv302615 (Santa Clara Co. Superior Court) (final approval of a class and collective action settlement for failure to pay for all hours worked, failure to pay overtime, failure to provide meal and rest breaks, failure to reimburse for necessary business expenditures, failure to

adhere to California record keeping requirements, waiting time penalties, and failure to provide itemized wage statements, under federal and California law); *Harmon v. Diamond Wireless, LLC*, Case No. 34-2012-00118898 (Sacramento Co. Superior Court) (final approval of a class action settlement for failure to pay wages free and clear, failure to pay overtime and minimum wages, failure to provide meal and rest breaks, failure to pay full wages when due, failure to adhere to California record keeping requirements, and failure to provide adequate seating, under California law); *Aguilar v. Hall AG Enters., Inc*., Case No. BCV-16-10994-DRL (Kern Co. Superior Court) (final approval of a class action settlement for failure to provide meal and rest periods, failure to compensate for all hours worked, failure to pay minimum and overtime wages, waiting time penalties, failure to provide itemized wage statements, and failure to pay undiscounted wages, under California law); *Viceral and Krueger v. Mistras Grp., Inc*., Case No. 3:15-cv-02198-EMC (N.D. Cal.) (final approval of a class and collective action settlement for failure to compensate for all hours worked, including overtime, under federal and California law); *Jeter-Polk v. Casual Male Store, LLC*, Case No. 5:14-CV-00891 (C.D. Cal.) (final approval of a class action settlement for failure to provide meal and rest periods, failure to compensate for all hours worked, failure to pay overtime wages, unpaid wages and waiting time penalties, and failure to provide itemized wage statements); *Meza v. S.S. Skikos, Inc*., Case No. 15-cv-01889-TEH (N.D. Cal.) (final approval of class and collective action settlement for failure to compensate for all hours worked, including overtime, under federal and California law, failure to provide meal and rest breaks, failure to reimburse for necessary business uniforms, failure to pay full wages upon termination to, and failure to provide accurate itemized wage statements); *Holmes v. Xpress Global Sys., Inc*., Case No. 34-2015-00180822 (Sacramento Co. Superior Court) (final approval of a class action settlement for failure to provide meal and rest breaks and failure to provide accurate itemized wage statements); *Guilbaud v. Sprint Nextel Corp*., Case No. 3:13-cv-04357-VC (N.D. Cal.) (final approval of a class and collective action settlement for failure to compensate for all hours worked, including overtime, failure to provide meal and rest breaks, failure to reimburse for necessary business uniforms, failure to pay full wages upon termination to, and failure to provide accurate itemized wage statements); *Molina v. Railworks Track Systems, Inc*., Case No. BCV-15-10135 (Kern Co. Superior Court) (final

approval of a class action settlement for failure to provide meal and rest breaks, unpaid wages, unpaid overtime, off-the-clocker work, failure to pay full wages upon termination to, and failure to provide accurate itemized wage statements); among many others.

7. Nearly my entire legal career has been devoted to advocating for the rights of individuals who have been subjected to illegal pay policies, discrimination, harassment and retaliation and representing employees in wage and hour and discrimination class actions. I have litigated hundreds of wage and hour, employment discrimination and civil-rights actions, and I manage many of the firm's current cases in these areas. I am a member of the State Bar of California, and have had memberships with Public Justice, the National Employment Lawyers Association, the California Employment Lawyers Association, and the Consumer Attorneys of California. I served on the Board of Directors for the San Francisco Trial Lawyers Association and co-chaired its Women's Caucus. I was named one of the "Top Women Litigators for 2010" by the Daily Journal. In 2012, I was nominated for Woman Trial Lawyer of the Year by the Consumer Attorneys of California. I have been selected as a Super Lawyer every year since 2014. I earned my bachelor's degree from the University of California, and I am a graduate of the University of the Pacific, McGeorge School of Law.

CASE SUMMARY AND BACKGROUND

Pleadings

8. On November 28, 2022, Plaintiff Barnes filed with the LWDA and served on Defendants a notice under Labor Code section 2699.3 stating Plaintiff Barnes intended to serve as a proxy of the LWDA to recover civil penalties on behalf of Aggrieved Employees for various Labor Code violations (the "Barnes PAGA Notice").

9. On November 28, 2022, Plaintiff Barnes also filed a putative wage-and-hour class action alleging that, during the Class Period, Centerra Fleet, as it pertains to Class Members: (1) failed to pay overtime wages; (2) failed to pay minimum wages; (3) failed to provide meal periods or compensation in lieu thereof; (4) failed to provide rest periods or compensation in lieu thereof; (5) failed to pay all wages due upon separation from employment; (6) failed to issue accurate and compliant wage statements; (7) failed to reimburse necessary work-related expenses; and (8)

engaged in unfair competition (the "Barnes Action").

10. On February 1, 2023, after sixty-five (65) days passed since the filing of the Barnes PAGA Notice, without any action by the LWDA with respect to the alleged Labor Code violations, Plaintiff Barnes filed a First Amended Class and Representative Action Complaint in the Barnes Action, adding a claim seeking PAGA civil penalties against Centerra Fleet for the Labor Code violations alleged in the Barnes PAGA Notice.

11. On February 23, 2023, Plaintiffs Lamas and Daboub filed with the LWDA and served on Defendants a notice under Labor Code section 2699.3 stating they intended to serve as proxies of the LWDA to recover civil penalties on behalf of Aggrieved Employees for various Labor Code violations (the "Lamas PAGA Notice").

12. On April 20, 2023, Plaintiffs Lamas and Daboub filed a putative wage-and-hour class and collective action alleging that, during the Class Period, Defendants, as it pertains to Class Members: (1) violated the Fair Labor Standards Act ("FLSA"); (2) failed to pay minimum wages; (3) failed to pay overtime wages; (4) failed to provide or make available meal periods; (5) failed to authorize and permit rest periods; (6) failed to reimburse necessary work-related expenses (7) failed to issue accurate and compliant wage statements; (8) failed to pay all wages due upon separation from employment; and (9) engaged in unfair business practices (the "Lamas Action").

13. On May 1, 2023, after sixty-five (65) days passed from the filing of the Lamas PAGA Notice, without any action by the LWDA with respect to the alleged Labor Code violations, Plaintiffs Lamas and Daboub filed a separate representative action in Sacramento County Superior Court, Case No. 23CV000854, seeking PAGA civil penalties against Defendants for the Labor Code violations alleged in the Lamas PAGA Notice (the "Lamas PAGA Action").

14. On May 1, 2025, Plaintiffs filed a consolidated complaint in this Court for purposes of settlement.

Discovery, Mediation and Settlement Effort

15. Throughout the course of the litigation and in anticipation of mediation, the Parties engaged in extensive informal discovery and information exchanges, including: (1) time and payroll records for approximately 20% of the Class Members; (2) data points including total number of Class

Members, total shifts worked by Class Members during the Class Period, total wage statements issued to Class Members within the statutory period, average rate of pay of Class Members, and number of former employees amongst all Class Members projected through the mediation date; and (3) all personnel records, time records, payroll records and wage statements relating to all Plaintiffs.

16. On April 4, 2024, the Parties participated in a full-day mediation with Jeffrey A. Ross, a well-regarded mediator experienced in mediating complex labor and employment matters. With the aid of the mediator, the Parties reached the Settlement to resolve the Barnes Action, the Lamas Class Action, and the Lamas PAGA Action.

17. The parties negotiated the full terms of the Settlement and fully executed the Joint Stipulation Re: Class Action and Representative Action Settlement on January 28, 2025.

18. On February 27, 2025, Plaintiffs filed a Motion for Preliminary Approval of Class Action and PAGA Settlement. On March 20, 2025, the Court continued the Motion for Preliminary Approval, ordering the Parties to amend the Joint Stipulation Re: Class Action and Representative Action Settlement to address certain issues, including clarifying the release and correcting the formula for Individual PAGA Payments. The Parties made said changes and on April 24, 2025 executed an Amended Joint Stipulation Re: Class Action and Representative Action Settlement ("Settlement"), for which the Parties now seek final approval, attached hereto as **Exhibit A**.The Court approved this amended Settlement on May 16, 2025. On February 27, 2025, Plaintiffs submitted a copy of the proposed settlement to the LWDA. On May 23, 2025, Plaintiffs submitted the Order Granting Preliminary Approval to the LWDA.

19. The Settlement is based on this large volume of investigation, evidence, and analysis, which is more than sufficient to allow counsel and the Court to act intelligently.

TERMS OF THE SETTLEMENT

Monetary Terms

20. The Settlement provides for a non-reversionary Gross Settlement Amount of $1,056,000.00, plus all employer payroll taxes owed. The Settlement covers 363 Participating Class Members who collectively worked a total of 32,801 workweeks during the Class Period. The key financial terms of the settlement are as follows:

Gross Settlement Fund	$1,056,000.00
Attorneys' Fees	$369,600.00
Litigation Costs	$20,999.39
Settlement Administrator Fee	$9,9500.00
Plaintiffs' Service Awards	$45,000.00 ($15,000.00 each)
LWDA Payment	$55,440.00
Individual PAGA Award	$18,480.00

21. Defendants will fund the Gross Settlement Amount within ten (10) business days after the Effective Date. The payment will be used to pay 100% of the Settlement payments to Participating Class Members, the service payment award to Plaintiff, Class Counsel's fees and costs, and the Settlement administration costs, upon approval by the Court.

22. The approximate Net Settlement Fund[1] available to the 363 Class Members totals $536,530.61, when factoring in the actual costs requested.

Settlement Payments for Participating Class Members

23. The Net Settlement Amount is to be divided among all Participating Class Members based on their pro-rata percentage of workweeks, determined by dividing the number of weeks worked by the Participating Class Member during the Class Period by the total number of weeks worked by all participating Class Members during the Class Period, such that the Participating Class Members shall receive a dollar amount calculated by multiplying each of their respective percentages by the Net Settlement Amount.

24. 20% of all Settlement Share payments to Participating Class Members shall be considered wages, and 80% shall be considered non-wages for the settlement of interest claims, statutory and civil penalty claims, and for attorneys' fees.

[1] The Net Settlement Fund consists of the Gross Settlement Fund of $1,056,000.00 minus Plaintiffs' service awards ($45,000.00), Class Counsel's attorneys' fees ($369,600.00), Class Counsel's costs ($20,999.39), the PAGA Payment to the LWDA and PAGA Members ($73,920.00), and Phoenix Class Action Administration Solutions' costs ($9,950.00).

Settlement Administration

25. The Parties have agreed to retain Phoenix Class Action Administration Solutions as the Administrator. Phoenix has satisfied due process requirements in notifying Class Members of the Settlement. If the Settlement is finally approved, Phoenix will administer payments to Participating Class Members, including calculation of payroll taxes and preparation of tax reporting documents.

26. I am informed the Notice provided a description of the case and the proposed Settlement, informed Class Members of their individual workweeks and estimated individual settlement payment, explained how Class Members could receive payment under the Settlement, exercise their right to opt-out, object, or dispute their workweeks, and identified Class Counsel and the anticipated attorneys' fees and costs.

27. If the Settlement is finally approved, Defendants will cause the Court-approved Gross Settlement Amount to be funded within ten (10) calendar days of the Court's order granting final approval of the Settlement and Judgment becomes final, *e.g.*, the day immediately after the last day by which a Notice of Appeal of Judgment may be timely filed with the California Court of Appeal (the sixty-first calendar day following entry of Judgment) and no such appeal being filed.

28. The Administrator will administer payments to the Class Members within seven (7) calendar days of the Payment Date.

29. Checks for the Settlement payments to Class Members will remain valid for 180 days from the date of their issuance. At the end of the180-day period, settlement checks will be void. The total residual amount of uncashed settlement checks will be deposited with the California Controller's Unclaimed Property Fund in the Class Member's name.

THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE, AND THE CLASS SHOULD BE CERTIFIED FOR PURPOSES OF SETTLEMENT

30. A preliminary review of the Settlement reveals the fairness of its terms. The estimated $536,530.61 Net Settlement Amount and $18,480 Net PAGA Amount (for a total of $555,010.61), derived from a Gross Settlement Amount of $1,056,000.00, will result in a fair and just relief to the Participating Class Members and PAGA Members. This amount will be available to the 363

Participating Class Members and PAGA Members, exclusive of attorneys' fees and costs, administrative costs, and the service awards, and provides an excellent, estimated average recovery of $1,478.05.

31. Class Counsel investigated the applicable law and facts in this case and extensively analyzed the potential damages that might be recovered following the exchange of documents and information with Defendant.

32. The Parties attended a private mediation with mediator Jeffrey A. Ross, and a settlement was reached after extensive arm's-length settlement discussions between Class Counsel, Defendants' counsel, and the mediator.

33. In reaching the proposed Settlement, Class Counsel also relied on their substantial litigation experience in similar wage-and-hour class actions. Based on Class Counsel's knowledge and expertise in this area of law, Class Counsel believes this Settlement will provide a substantial benefit to the Class Members.

Exposure Analysis

34. Plaintiffs' Counsel prepared an exposure analysis with the following data point based on their investigation:

(a) Number of Workweeks for Class Period: 32,081

(b) Number of Pay Periods in PAGA Period: 12,071

(c) Number of Class Members: approximately 363

(d) Number of Aggrieved Employees: approximately 332

(e) Meal break violation rate: 50%

(f) Rest break violation rate: 50%

(g) Average hourly rate of pay: $23.79

(h) Average daily pay rate: $196.16

(i) Number of separated employees: 173

35. Additionally, Plaintiffs' Counsel made the following assumptions based on their investigation and analysis:

(a) that Plaintiff will fully prevail on all causes of action;

(b) that Plaintiff can prove 30 minutes of off-the-clock work for 50% of shifts during which Class Members worked through their uncompensated meal breaks;

(c) that Plaintiff can prove 50% meal and rest break violations (less the number of meal break and rest break premiums allegedly paid during the Class period);

(d) that Plaintiff can prove approximately $9.00 worth of unreimbursed business expense per pay period per Class Members for usage of their personal cell phone and approximately $150 worth of unreimbursed business expense per Class Members related to the purchase and maintenance of tools.

(e) that each Class Member is entitled to receive the maximum penalty of $4,000 under Labor Code § 226;

(f) that each formerly employed Class Member is owed the maximum penalty for failure to pay wages at the time of discharge in violation of Labor Code § 203; and

(g) that a civil penalty of $100 will be imposed for every pay period that an Aggrieved Employee worked in the PAGA Period.

36. Based on these assumptions and the data points, the maximum potential exposure for each claim was estimated as follows:

(a)	Unpaid Regular Wages (Labor Code § 1194):	$92,291.35
(b)	Unpaid Overtime Premium (Labor Code §§ 1194, 510):	$2,322,740.00
(c)	Meal Period Violations (Labor Code § 512(a)):	$1,611,709.78
(d)	Rest Period Violations (Labor Code § 512(a)):	$1,624,631.83
(e)	Business Expenses (Labord Code § 2802):	$552,140.04
(f)	Inaccurate Wage Statement Penalties (Labor § 226):	$1,188,950.00
(g)	Waiting Time Penalties (Labor § 203):	$982,752.58

37. The $1,056,000.00 settlement represents approximately 17% of the potential exposure of $6,203,513.00 for unliquidated core claims for unpaid wages, meal and rest breaks, and expense reimbursements. When adding derivative claims and potential PAGA penalties, the $1,056,000.00 settlement represents approximately 11% of Defendants' total potential exposure of $9,582,315.58.

38. The Net PAGA Amount of $73,920.00 represents 7% of the Gross Settlement Amount, well within the settlements previously approved in this and other California courts.

39. The Settlement also yields a prompt, certain, and substantial recovery to Participating Class Members.

40. Absent this Settlement, Class Members would be forced to wait years for the case to makes its way through litigation (including discovery, class certification, dispositive motions, trial, and appeal). Litigating the class claims in this action would require substantial additional discovery including written discovery, the depositions of current and former employees and experts, as well a deposition of Defendants' person most qualified on several topics. It would also require consideration, preparation, and presentation of voluminous documentary evidence and the preparation and analysis of expert reports. Resolution of these claims now through the Settlement will benefit the parties and the court system.

41. Throughout this litigation, Defendants have vigorously denied the allegations in Plaintiffs' Complaint and has denied any and all liability. Defendants have taken the position that this case is not suitable for class treatment and has asserted that it has fully complied with its obligations under California's labor laws. Defendants assert that they maintained lawful policies and practices with respect to meal and rest periods and adequately compensated Class Members with meal and/or rest period premiums in the event of either a missed meal or rest period. In short, Defendants have asserted numerous legal and factual grounds available to defend this action, all of which present difficult hurdles for Plaintiffs.

42. Assuming that class certification is granted, Plaintiffs will then have to establish class-wide liability and prove up various issues regarding damages. Proving liability and damages issues would also be complicated by any individualized differences among Class Members and will be vigorously disputed by Defendants. Obtaining class certification, establishing liability, and proving damages will require months if not years of further litigation and will necessitate expert witness testimony and significant additional resources.

43. While Plaintiffs believe that they would prevail on these issues and others, they also recognize the risk that a fact finder may find for Defendants on one or more of these issues and or

found damages to be significantly less than what Plaintiffs claim. Given the broad scope and magnitude of risks, Class Counsel concluded that the Settlement here that provides a material percentage of the substantive damages estimate is a beneficial and just result for the Class.

44. The result is not only within the reasonable standard, but Class Counsel believes it is excellent when considering the difficulty and risks presented by continuing this litigation.

45. Class Counsel have determined that the Settlement is a fair, adequate, and reasonable settlement, and that it is in the best interests of the Class Members.

Service Awards

46. The unopposed service payment award to Plaintiffs Lamas, Daboub, and Barnes in the amount of $15,000.00 each is reasonable in light of the efforts they made and the risks they took in filing and prosecuting the Action.

47. Plaintiffs have substantially contributed his time and efforts over a period of almost three years in pursuing the Class claims, and Plaintiffs' role was crucial in this case.

48. Moreover, as the claims involved in this case were largely not based on documentary evidence and required testimonial evidence, Class Counsel required significant participation and assistance by Plaintiffs to build the case.

49. Plaintiffs have substantially contributed their time and efforts over a period of almost three years in pursuing the Class claims, and Plaintiffs' roles were crucial in this case. Plaintiffs have provided extensive information and documents to Class Counsel and contributed many hours to the case. They have also assisted Class Counsel in their preparation for mediation and answered Class Counsel's questions in developing Plaintiffs' position for mediation. Plaintiffs have taken part in the Settlement decision and have remained apprised of the case at all times since they chose to serve as representatives of the Class. There is no conflict between Plaintiffs and Class Members, and their interests align with those of the Class.

50. Plaintiffs also took the significant risk of coming forward to represent the interests of their fellow employees by filing and prosecuting their actions. They have subjected themselves to risk with regards to future employment opportunities and their reputation in the community by participating in this action. If Plaintiffs did not serve as Plaintiffs and Class Representatives or assist

in the prosecution of this case, Class Members may not be getting any recovery, and Defendant's alleged conduct may have gone unchecked.

51. Plaintiffs' service payment awards in the amount of $15,000.00 each are reasonable considering the efforts they made and the risks they took in prosecuting this action to obtain the Settlement.

52. Plaintiffs have also agreed to sign a general release in order to make this Settlement possible.

Attorneys' Fees

53. Plaintiffs have incurred a significant amount in attorneys' fees, based on the lodestar calculation method. The requested attorneys' fees award of $369,600.00, representing 35% of the Gross Settlement Payment of $1,056,000.00 is reasonable. The amount of fees incurred will only increase with preparation and attendance at the final approval hearing, further communications with Class Members, and Settlement administration and oversight.

54. Class Counsel have undertaken all the risks and costs of this litigation on a contingent fee basis. As such, Class Counsel faced the real risk of recovering nothing or close to nothing for their investment in this case. The inherent risk of proving liability and damages on a class-wide basis and Defendant's representation by skillful counsel confronted Class Counsel with the prospect of recovering nothing or very little for their investment in the case. Nevertheless, Plaintiffs and Class Counsel committed themselves to developing and prosecuting Plaintiffs' claims to enforce the injured employees' rights and maximize recovery. The risks involved in such an undertaking are precisely the reasons for multipliers in contingency fee cases. *See* Posner, *Economic Analysis of Law*, 534, 567 (4th ed. 1992) ("A contingent fee must be higher than a fee for the same legal services paid as they are performed … because the risk of default (the loss of the case, which cancels the debt of the client to the lawyer) is much higher than that of conventional loans."). Because Settlement Class Members will receive a significant payment if the Settlement is approved, Class Counsel seek a reasonable fee award for their efforts and the risk they have assumed.

55. As of September 17, 2025, Class Counsel have devoted approximately 668.2 hours to this case for a current total lodestar of $445,165.00. A true and correct summary of SWCK's

lodestar as of that date, is attached here as **Exhibit B**.

56. SWCK uses an electronic timekeeping system where attorneys and staff members record time contemporaneously as they complete case tasks. I have reviewed the billing records for the attorneys and staff that have been used to prepare the following summaries. Due to the amount of privileged information contained in SWCK's actual hourly billing records, those detailed records are not attached here but can easily be provided for this Court's in camera review should the Court wish to review them.

57. SWCK's hourly rates for the partners, attorneys, and professional staff have been accepted and approved in other recent class and representative action wage and hour litigation by federal and state courts.

58. Class Counsel's aggregate lodestar will increase as a result of preparation for and attendance at the Final Approval Hearing and the settlement administration process.

59. I am the lead partner at SWCK with respect to this action, and I actively litigated this case. In particular, I worked with my team to strategize regarding the case generally, strategized with the team regarding mediation and developed and implanted a mediation strategy, appeared at the mediations, corresponded with the mediator regarding settlement, oversaw and corresponded with my team regarding the drafting of the settlement agreement and papers for approval of the settlement, and reviewed the settlement agreement and settlement approval papers.

60. Ori Edelstein is the primary partner on this matter at SWCK. He directed and supervised the work of the associates at my firm, conducted a legal analysis of the facts presented by this case and assisted in devising legal theories and arguments for the litigation and mediation.

61. Philippe M.J. Gaudard is the primary associate on this matter and contributed much of the attorney work for SWCK. Mr. Gaudard researched, drafted, and edited briefing and other documents, including the settlement, mediation briefing, briefing for the preliminary and final approval motions, among others. Mr. Gaudard also appeared for mediation and conducted analyses on data and damages and was the primary point of contact for Class Members at SWCK. Mr. Gaudard was also extensively involved in analyzing Defendant's production of documents and data.

62. The other individuals reflected in **Exhibit B** under the law clerks, paralegals, and

clerical staff sections performed duties such as finalizing and filing documents, calendaring deadlines, and preparing documents for service and mailing. They also assisted with reserving hearing dates, scheduling court reporters, checking the docket for updates we may not have received by mail and for tentative rulings, and communicating with the court and the attorneys.

63. All of the work described above was reasonable and necessary to the prosecution and settlement of this case. Class Counsel conducted extensive factual and legal investigation and marshaled the case through mediation and settlement approval. Through this comprehensive evaluation of the facts and law, Class Counsel was able to settle this case for a substantial sum. Class Counsel achieved this result in a very timely fashion, providing members of the Settlement Class with substantial and certain relief much sooner than if litigation continued in this matter.

64. Judge Gregory K. Frizzell of the United States District Court for the Northern District of Oklahoma recently praised the skill of this litigation team as class action litigators in *Huddleston v. John Christner Trucking, LLC* (N.D. Okla., No. 4:17-cv-00549-GKF-CDL, October 31, 2022, ECF 285). At final approval, Judge Frizzell found that "Class Counsel have extensive experience, reputation, and ability that propelled the excellent result obtained for the Class Members" and that, prior to settlement, "Class Counsel successfully certified three groups of class members on distinct theories of liability, representing significant novelty and difficulty and requiring substantial skill." Judge William Q. Hayes of the United States District Court for the Southern District of California also praised this team as class action litigators in *Amaraut v. Sprint/United Mgmt. Co.*, 2021 WL 3419232, 2021 U.S. Dist. LEXIS 147176, at *18 (S.D. Cal. Aug. 5, 2021). Judge Hayes found that "Class Counsel has significant experience in class action and wage and hour litigation and has demonstrated significant skill during this contentious litigation." In awarding a one third fee award, Judge Hayes held that was justified by, inter alia, "the excellent results obtained, the substantial risk borne by Class Counsel in litigating this matter, [and] the high degree of skill and quality of work performed."

65. The hourly rates for SWCK's litigation team were also recently found to be reasonable for purposes of a lodestar crosscheck by the Northern District of California. *Lopez v. Eurofins Scientific, Inc., et al.*, ECF 90 (Case No. 3:21-cv-08652-LB) (Northern District of

California, Feb. 15, 2024) (finding "the fee award is further supported by a lodestar crosscheck, whereby it finds that SWCK's hourly rates are reasonable, that the estimated hours expended are reasonable, and that the multiplier is reasonable"). Among other examples, the prior litigation rates for my team were also found to be reasonable for purposes of a lodestar crosscheck in *Beissel v. W. Flyer Express, LLC*, No. CIV-21-903-R, 2023 U.S. Dist. LEXIS 197749, at *9 (W.D. Okla. Nov. 3, 2023) (awarding one-third fee award, plus costs, and holding that SWCK's "the hourly rates of Schneider Wallace Cottrell Konecky LLP [] are reasonable, and that the estimated hours expended are reasonable"); in *Wright v. Frontier Management LLC*, No. 2:19-cv-01767-JAMCKD, ECF 103 (N.D. Cal. Mar. 13, 2023) (approving a one-third fee award and finding "Class Counsel's hourly rates are within the prevailing range of hourly rates charged by attorneys providing similar services in class action, wage-and-hour cases in California"); ; in *Villafan v. Broadspectrum Downstream Servs., Inc., et al.*, Case No. 3:18-cv-06741-LB, ECF 150 (N.D. Cal. Apr. 8, 2021) (awarding one-third fee award, plus costs, and holding that SWCK's "billing rates are normal and customary (and thus reasonable) for lawyers of comparable experience doing similar work"); and in Soto, et al. v. O.C. Commc'ns, Inc., et al., Case No. 3:17-cv-00251-VC, ECF 304, 305 (N.D. Cal. Oct. 23, 2019) (approving a one-third fee award, and in late 2019, finding that "the fee award is further supported by a lodestar crosscheck, whereby it finds that the hourly rates of [SWCK] … are reasonable, and that the estimated hours expended are reasonable."). The Orange County Superior Court also found prior hourly rates for my team to be reasonable for purposes of a lodestar crosscheck on January 31, 2020 in *El Pollo Loco Wage and Hour Cases*, Case No. JCCP 4957, Orange County Superior Court, order dated January 31, 2020. The Sacramento Superior Court granted final approval of a class action settlement and SWCK's fee request pursuant to a lodestar crosscheck that incorporated my team's then-customary rates. *Manni v. Eugene N. Gordon, Inc. d/b/a La-Z-Boy Furniture Galleries*, Case No. 34-2017-00223592, Sacramento Superior Court, order dated September 5, 2019. In Shaw, et al. v. AMN Servs., LLC, et al., No. 3:16-cv-02816, ECF 167 (N.D. Cal. May 31, 2019), the Court conducted a lodestar cross check and held that "the hourly rates charged by [SWCK] are within the prevailing range of hourly rates charged by attorneys providing similar services in class action, wage-and-hour cases in California." The Court further held that the "hourly rates of Class Counsel

[SWCK] also have consistently and recently been approved as reasonable by the courts." Other approvals of SWCK's historical hourly rates include: *Knapp v. Art.com, Inc*., No. 3:16-cv-00768-WHO, ECF 89 (N.D. Cal. October 24, 2018); Villalpando v. Exel Direct Inc., 2016 WL 7740854, at *1 (N.D. Cal. Dec. 12, 2016); *Winans v. Emeritus Corp.*, 2016 WL 107574, at *8 (N.D. Cal. Jan. 11, 2016); *Carnes v. Atria Senior Living Inc.*, Case No. 14-cv-02727-VC, ECF 115, at 4-5 (N.D. Cal. July 12, 2016); *Meza v. S.S. Skikos, Inc.*, Case No. 3:15-cv-01889-TEH, ECF 58, at 4 (N.D. Cal. May 25, 2016).

66. The amount of fees requested by Class Counsel represents a negative multiplier of 0.83. Class Counsel anticipates follow-up work to communicate with Participating Class Members, oversee the settlement process, and attend the Final Approval Hearing, which will increase the lodestar amount listed here – and which will cause the multiplier to decrease even further.

67. Class Counsel undertook all the risk of this litigation on a completely contingent fee basis, expending time and incurring expenses with the understanding that there was no guarantee of compensation or reimbursement. If they were unsuccessful in obtaining a positive result, Class Counsel would not receive any compensation for their large investment of time and resources in prosecuting the claims. The successful result obtained after multiple years of complex litigation, in the face of considerable risk of non-payment, further counsels in favor of a one-third fee award.

68. In this case, given the excellent results achieved, the effort expended on discovery and in extensive mediated settlement negotiations, and the risks and difficulties attendant to litigating this hybrid class/collective case, the award of fees and costs is warranted. There was no guarantee of compensation or reimbursement. Rather, counsel undertook all the risks of this litigation on a completely contingent fee basis. These risks were front and center. Defendant's vigorous and skillful defense further confronted Class Counsel with the prospect of recovering nothing or close to nothing for their commitment to and investment in the case.

69. Nevertheless, Plaintiffs and Class Counsel committed themselves to developing and pressing Plaintiffs' legal claims to enforce the employees' rights and maximize the class recovery. The challenges that Class Counsel had to confront and the risks they had to fully absorb on behalf of the Class are precisely the reasons for multipliers in contingency fee cases.

70. This Settlement reflects Class Counsel's skill and experience. The Settlement provides members of the Class with substantial benefits without having to wait through additional years of drawn-out litigation. Based upon the foregoing reasons, Class Counsel respectfully requests that this motion be granted.

71. Pursuant to the terms of the Settlement, Defendant agreed not to object to an award of 35% of the Gross Settlement Payment for attorneys' fees, plus reasonable costs.

72. To date and to my knowledge, no Participating Class Member has objected to the request for attorneys' fees.

Attorneys' Costs

73. Class Counsel also requests reimbursement for their litigation costs. This litigation required Class Counsel, to advance costs. Because the risk of advancing costs in this type of litigation is significant, doing so is often prohibitive to many attorneys.

74. SWCK's litigation costs, as of September 17, 2025, total $9,879.43. A true and correct copy of SWCK's detailed breakdown of costs as of September 11, 2025 is attached here as **Exhibit C**.

75. The expenses incurred pertaining to this action are reflected in the books and records of this firm. These books and records are prepared from invoices, expense vouchers and check records and are an accurate record of the expenses incurred. Costs incurred include, for example, costs for filing and service, mediation costs, document retrieval and printing costs, mailing costs, jury fees, and costs for submission of the PAGA letter to the LWDA. All of these expenses were reasonable and necessary for the successful prosecution of this litigation.

76. To date and to my knowledge, no Participating Class Member has objected to the request for costs.

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

Executed this 17th day of September 2025 in Reno, Nevada.

Carolyn H. Cottrell

EXHIBIT A

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SUPERIOR COURT OF CALIFORNIA

COUNTY OF SACRAMENTO

RAMIRO LAMAS and SELIN DABOUB, on behalf of themselves all others similarly situated, Plaintiffs, vs. CENTERRA GROUP, LLC; CENTERRA INTEGRATED FLEET SERVICES, LLC; CONSTELLIS HOLDINGS, LLC; and DOES 1 through 100, inclusive, Defendants.	CASE NO.: 23CV000854 **CLASS ACTION** **AMENDED JOINT STIPULATION RE: CLASS ACTION AND REPRESENTATIVE ACTION SETTLEMENT** Action Filed: May 1, 2023 Trial Date: None set

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RECITALS

This Joint Stipulation re: Class Action and Representative Action Settlement ("Settlement" or "Agreement" or "Settlement Agreement") is made by and between plaintiffs RAMIRO LAMAS ("Plaintiff Lamas"), SELIN DABOUB ("Plaintiff Daboub"), and AERICK BARNES ("Plaintiff Barnes") (collectively, "Plaintiffs") individually and on behalf of the Settlement Class, on the one hand; and defendants CENTERRA GROUP, LLC ("CGL"), CENTERRA INTEGRATED FLEET SERVICES, LLC ("Centerra Fleet"), and CONSTELLIS HOLDINGS, LLC ("Holdings") (CGL, Centerra Fleet, and Holdings are collectively referred to as "Defendants") on the other hand, in the current lawsuits entitled *Ramiro Lamas, et al. v. Centerra Group, LLC, et al..*, filed in Sacramento County Superior Court, Case No. 23CV000854 (the "Lamas PAGA Action"); *Ramiro Lamas et al. v. Centerra Group, LLC, et al.*, filed in the United States District Court, Central District of California, Case No. 2:23-cv-02984 (the "Lamas Class Action"); and *Aerick Barnes v. Centerra Integrated Fleet Services, LLC et al.*, filed in Los Angeles County Superior Court, Case No. 22STCV37324 (the "Barnes Action") (collectively, the "Action"). Plaintiffs and Defendants shall be, at times, collectively referred to as the "Parties". This Agreement is intended by the Parties to fully, finally, and forever resolve the claims pled in the Action and as otherwise set forth herein, based upon and subject to the terms and conditions of this Agreement.

1. DEFINITIONS

A. **"Action"** means, collectively, *Ramiro Lamas, et al. v. Centerra Group, LLC, et al..*, filed in Sacramento County Superior Court, Case No. 23CV000854 (the "Lamas PAGA Action"); *Ramiro Lamas et al. v. Centerra Group, LLC, et al.*, filed in the United States District Court, Central District of California, Case No. 2:23-cv-02984 (the "Lamas Class Action"); and *Aerick Barnes v. Centerra Integrated Fleet Services, LLC et al.*, filed in Los Angeles County Superior Court, Case No. 22STCV37324 (the "Barnes Action").

B. "**Aggrieved Employees**" means all non-exempt, hourly-paid employees of Centerra Fleet in California who received wages for hours worked during the PAGA Period.

C. "**Class Counsel**" means, collectively, Carolyn H. Cottrell, Ori Edelstein, and Philippe M. Gaudard of Schneider Wallace Cottrell Konecky LLP and David D. Bibiyan, Diego

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Aviles, and Brian Zaghi of Bibiyan Law Group, P.C. The term "Class Counsel" shall be used synonymously with the term "Plaintiffs' Counsel."

D. "**Class Period**" means the period from November 28, 2018 through July 3, 2024.

E. **"Class Notice"** means and refers to the notice to be sent to Class Members after preliminary approval of the Settlement in the manner described in Paragraph 9(A) of this Agreement.

F. "**Court**" means the Superior Court of the State of California for the County of Sacramento.

G. "**Defendants**" means, collectively, Centerra Group, LLC, Centerra Integrated Fleet Services, LLC, and Constellis Holdings, LLC.

H. **"Effective Date"** is the date on which this Settlement Agreement shall become effective, and when the settlement is considered to be Final. For purposes of this Settlement Agreement, "Effective Date" is: (i) in the event that the Settlement has received Final Approval by the Court, and regardless of whether any timely objections thereto have been filed or withdrawn, then sixty-five (65) calendar days after the Court's issuance of the Final Approval Order without a timely appeal being filed; or, (ii) in the event that a timely appeal of the Court's Final Approval Order has been filed, then the Settlement Agreement shall be **f**inal when the applicable appellate court has rendered a final decision or opinion affirming the Court's Final Approval Order without material modification, and the applicable date for seeking further appellate review has passed without further appellate review being sought.

I. "**Employer Taxes**" means employer-funded taxes and contributions imposed on the wage portions of the Individual Settlement Payments under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, and any similar state and federal taxes and contributions required to be paid to federal and state tax authorities as a result of this Settlement.

J. **"General Release"** means the broader release of claims by Plaintiffs, which is in addition to Plaintiffs' limited release of claims as Participating Class Members.

K. "**Gross Settlement Amount**" means a non-reversionary fund in the sum of One

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Million and Fifty-Six Thousand Dollars and Zero Cents ($1,056,000.00),[1] which shall be paid by Defendants, from which all payments for the Individual Settlement Payments to Participating Class Members, the Court-approved amounts for attorneys' fees and reimbursement of litigation costs and expenses to Class Counsel, Settlement Administration Costs, the Service Awards, the PAGA Payment, and the LWDA Payment shall be paid. It expressly excludes Employer Taxes, which shall be paid by Defendants separate, apart, and in addition to the Gross Settlement Amount. Defendants shall not be obligated to pay any other sums in conjunction with this Settlement except as set forth herein.

L. "Individual PAGA Payment" means a payment made to an Aggrieved Employee for his or her share of the PAGA Payment, which may be in addition to his or her Individual Settlement Share if he or she is also a Participating Class Member.

M. "**Individual Settlement Payment**" means a payment to a Participating Class Member of his or her net share of the Net Settlement Amount.

N. "**Individual Settlement Share**" means the gross amount of the Net Settlement Amount that a Participating Class Member is projected to receive based on the number of Workweeks that he or she worked as a Settlement Class Member during the Class Period, which shall be reflected in his or her Class Notice.

O. "**LWDA Payment"** means the payment to the State of California Labor and Workforce Development Agency ("LWDA") for its seventy-five percent (75%) share of the total amount allocated toward penalties under the PAGA all of which is to be paid from the Gross Settlement Amount. The Parties have agreed that Seventy-Three Thousand Nine Hundred and Twenty Dollars and Zero Cents ($73,920.00) shall be allocated toward PAGA penalties, of which Fifty-Five Thousand Four Hundred and Forty Dollars and Zero Cents ($55,440.00) will be paid to the LWDA (*i.e.*, the LWDA Payment), and Eighteen Thousand Four Hundred and Eighty Dollars and Zero Cents ($18,480.00) will be paid to Aggrieved Employees on a *pro rata* basis based on the

[1] Unless increased in accordance with Paragraph 17, below.

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Workweeks worked for Centerra Fleet as a non-exempt, hourly-paid employee in California in the PAGA Period (*i.e.* the PAGA Payment).

P. "**Net Settlement Amount**" means the portion of the Gross Settlement Amount that is available for distribution to the Participating Class Members after deductions for the Court-approved allocations for Settlement Administration Costs, a Service Award to Plaintiffs, an award of attorneys' fees, reimbursement of litigation costs and expenses to Class Counsel, the LWDA Payment, and the PAGA Payment.

Q. **"Operative Complaint" or "Complaint"** means the First Amended Complaint to be filed with the Court in *Ramiro Lamas et al. v. Centerra Group, LLC, et al..*, Sacramento County Superior Court, Case No. 23CV000854, pursuant to the terms of the Parties' Agreement.

R. **"PAGA Payment"** is the 25% portion of the Seventy-Three Thousand Nine Hundred and Twenty Dollars and Zero Cents ($73,920.00) that is allocated toward PAGA penalties [Eighteen Thousand Four Hundred and Eighty Dollars and Zero Cents ($18,480.00)] that will be paid to Aggrieved Employees on a *pro rata* basis based on the Workweeks in which the Aggrieved Employees had hours worked as non-exempt, hourly-paid employees of Centerra Fleet in California in the PAGA Period, which would be in addition to their Individual Settlement Payment if they are Participating Class Members, as well.

S. "**PAGA Period**" means the period from November 28, 2021 through the end of the Class Period.

T. "**Participating Class Members**" means all Settlement Class Members who do not submit a timely and valid Request for Exclusion.

U. **"Participating Individual Settlement Share"** means the gross amount of the Net Settlement Amount that a Participating Class Member is eligible to receive based on the number of Workweeks in which he or she received wages for hours worked as a Settlement Class Member during the Class Period once all opt-outs have been factored in, excluding any Individual PAGA Payment to which he or she may be entitled if he or she is also an Aggrieved Employee.

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V. "**Plaintiffs**," **"Named Plaintiffs" or "Class Representatives"** shall refer collectively to plaintiffs Ramiro Lamas, Selin Daboub, and Aerick Barnes, as forth in the First Amended Complaint.

W. "**Preliminary Approval Date**" means the date on which the Court enters an Order granting preliminary approval of the Settlement.

X. "**Released Parties**" shall mean Defendants and each of their past, present, and future respective subsidiaries, dba's, affiliates, parents, insurers and reinsurers, and company-sponsored employee benefit plans of any nature and their successors and predecessors in interest, including all of their officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, attorneys, administrators, fiduciaries, trustees, and agents.

Y. "**Response Deadline**" means the deadline for Settlement Class Members to mail any Requests for Exclusion, Objections, or Workweek Disputes to the Settlement Administrator, which is sixty (60) calendar days from the date that the Class Notice is first mailed in English and Spanish by the Settlement Administrator, unless a Class Member's notice is re-mailed. In such an instance, the Response Deadline shall be fifteen (15) calendar days from the re-mailing, or sixty (60) calendar days from the date of the initial mailing, whichever is later, in which to postmark a Request for Exclusion, Objections, or Workweek Dispute. The date of the postmark shall be the exclusive means for determining whether a Request for Exclusion, Objection, or Workweek Dispute was submitted by the Response Deadline.

Z. "**Request for Exclusion**" means a written request to be excluded from the Settlement Class pursuant to Paragraph 9(C) below.

AA. "Service Award" means monetary amounts to be paid to Plaintiffs of up to Fifteen Thousand Dollars and Zero Cents ($15,000.00) each Named Plaintiff, which subject to Court approval, will be paid out of the Gross Settlement Amount. This amounts to a total of Forty-Five Thousand Dollars and Zero Cents ($45,000.00) to be paid to Plaintiffs from the Gross Settlement Amount.

BB. "Settlement Administration Costs" means all costs incurred by the Settlement Administrator in administration of the Settlement, including, but not limited to, translating the Class

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Notice to Spanish, the distribution of the Settlement Class in English and Spanish, calculating Individual Settlement Shares, Individual Settlement Payments, Individual PAGA Payments, and Participating Individual Settlement Shares, as well as processing associated taxes and withholdings, providing declarations, generating Individual Settlement Payment checks and related tax reporting forms, doing administrative work related to unclaimed checks, transmitting payment to Class Counsel for the Court-approved amounts for attorneys' fees and reimbursement of litigation costs and expenses, to Plaintiffs for their Service Award, and to the LWDA for the LWDA Payment, providing weekly reports of opt-outs, objections and related information, and any other actions of the Settlement Administrator as set forth in this Agreement, all pursuant to the terms of this Agreement. The Settlement Administration Costs are estimated not to exceed 9,950.00.

CC. "**Settlement Administrator**" means the Third-Party Administrator mutually agreed upon by the Parties that will be responsible for the administration of the Settlement including, without limitation, translating the Class Notice in Spanish, the distribution of the Individual Settlement Payments to be made by Defendants from the Gross Settlement Amount and related matters under this Agreement.

DD. "**Settlement Class**" or "**Settlement Class Members**" means all current and former non-exempt, hourly-paid employees who worked in California for Centerra Fleet at any time during the Class Period.

EE. "**Workweeks**" means the number of weeks that a Settlement Class Member or Aggrieved Employee (as applicable) was both employed by Centerra Fleet and was paid wages for hours worked in a non-exempt, hourly position during the Class Period or PAGA Period (as applicable) in California, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

2. BACKGROUND

A. On November 28, 2022, Plaintiff Barnes filed with the LWDA and served on Defendants a notice under Labor Code section 2699.3 stating Plaintiff Barnes intended to serve as a proxy of the LWDA to recover civil penalties on behalf of Aggrieved Employees for various Labor Code violations. (the "Barnes PAGA Notice").

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B. On November 28, 2022, Plaintiff Barnes also filed a putative wage-and-hour class action alleging that, during the Class Period, Centerra Fleet, as it pertains to Class Members: (1) failed to pay overtime wages; (2) failed to pay minimum wages; (3) failed to provide meal periods or compensation in lieu thereof; (4) failed to provide rest periods or compensation in lieu thereof; (5) failed to pay all wages due upon separation from employment; (6) failed to issue accurate and compliant wage statements; (7) failed to reimburse necessary work-related expenses; and (8) engaged in unfair competition (the "Barnes Action").

C. On February 1, 2023, after sixty-five (65) days had passed since Plaintiff Barnes filed the Barnes PAGA Notice, without any action by the LWDA with respect to the alleged Labor Code violations, Plaintiff Barnes filed a First Amended Class and Representative Action Complaint in the Barnes Action, adding a claim seeking PAGA civil penalties against Centerra Fleet for the Labor Code violations alleged in the Barnes PAGA Notice.

D. On February 23, 2023, Plaintiffs Lamas and Daboub filed with the LWDA and served on Defendants a notice under Labor Code section 2699.3 stating they intended to serve as proxies of the LWDA to recover civil penalties on behalf of Aggrieved Employees for various Labor Code violations. (the "Lamas PAGA Notice").

E. On April 20, 2023, Plaintiffs Lamas and Daboub filed a putative wage-and-hour class and collective action alleging that, during the Class Period, Defendants, as it pertains to Class Members: (1) violated the Fair Labor Standards Act ("FLSA"); (2) failed to pay minimum wages; (3) failed to pay overtime wages; (4) failed to provide or make available meal periods; (5) failed to authorize and permit rest periods; (6) failed to reimburse necessary work-related expenses (7) failed to issue accurate and compliant wage statements; (8) failed to pay all wages due upon separation from employment; and (9) engaged in unfair business practices (the "Lamas Action").

F. On May 1, 2023, after sixty-five (65) days had passed since Plaintiffs Lamas and Daboub filed the Lamas PAGA Notice, without any action by the LWDA with respect to the alleged Labor Code violations, Plaintiffs Lamas and Daboub filed a separate representative action in Sacramento County Superior Court, Case No. 23CV000854, seeking PAGA civil penalties against

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Defendants for the Labor Code violations alleged in the Lamas PAGA Notice (the "Lamas PAGA Action").

G. Shortly thereafter, the Parties agreed to exchange informal discovery and attend a global mediation, in which Plaintiffs were provided with, among other things: (1) time and payroll records for approximately 20% of the Class Members; (2) data points including total number of Class Members, total shifts worked by Class Members during the Class Period, total wage statements issued to Class Members within the statutory period, average rate of pay of Class Members, and number of former employees amongst all Class Members projected through the mediation date; and (3) all personnel records, time records, payroll records and wage statements relating to all Plaintiffs.

H. On April 4, 2024, the Parties participated in a full-day mediation before Jeffrey A. Ross, a well-regarded mediator experienced in mediating complex labor and employment matters. With the aid of the mediator's evaluation, the Parties reached the Settlement to resolve the Barnes Action, the Lamas Class Action, and the Lamas PAGA Action. As part and parcel to the Settlement, the Parties have agreed to: (1) afford Plaintiffs leave to file a First Amended Complaint in the Lamas PAGA Action to add the class and/or representative action allegations previously alleged in the Lamas Class Action and the Barnes Action, thus effectively consolidating all four lawsuits before the Court in the Lamas PAGA Action for purposes of settlement; (2) to add Plaintiff Aerick Barnes as a named plaintiff in the First Amended Complaint to be filed in the Lamas PAGA Action and add all of his allegations from the Barnes Action to the Lamas PAGA Action on both an individual, class and PAGA basis; and (3) jointly stipulate to dismissal of the Lamas Class Action and the Barnes Action, without prejudice and with the Parties to bear their own fees and costs.

I. Class Counsel has conducted significant investigation of the law and facts relating to the claims asserted in the Action and the PAGA Notice, and have concluded that that the Settlement set forth herein is fair, reasonable, adequate, and in the best interests of the Settlement Class, taking into account the sharply contested issues involved, the expense and time necessary to litigate the Action through trial and any appeals, the risks and costs of further litigation of the Action, the risk of an adverse outcome, the uncertainties of complex litigation, the information learned through

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informal discovery regarding Plaintiffs' allegations, and the substantial benefits to be received by Settlement Class Members.

J. Defendants have concluded that, because of the substantial expense of defending against the Action, the length of time necessary to resolve the issues presented herein, the inconvenience involved, and the concomitant disruption to its business operations, it is in its best interest to accept the terms of this Agreement. Defendants deny each of the allegations and claims asserted against it in the Lamas PAGA Action, the Lamas Class Action, the Barnes Action, the Lamas PAGA Notice, and the Barnes PAGA Notice, respectively. However, Defendants nevertheless desire to globally settle all such allegations, claims and causes of action in the Action for the purpose of avoiding the burden, expense and uncertainty of continuing litigation and for the purpose of putting to rest the controversies engendered by the Action.

K. This Agreement is intended to and does effectuate the full, final, and complete resolution of all Class Released Claims of Plaintiffs and Participating Class Members, and all PAGA Released Claims of Plaintiffs and, to the extent permitted by law, of the State of California and Aggrieved Employees. The Plaintiffs identified herein are also providing a General Release, as that term is defined herein and particularly, in Paragraph 7 of this Settlement Agreement.

3. JURISDICTION

The Court has jurisdiction over the Parties and the subject matter of the Action. The Action includes claims that, if proven, would authorize the Court to grant relief pursuant to the applicable statutes. After the Court has granted Final Approval of the Settlement and entered judgment, the Court shall retain jurisdiction over the Parties to enforce the terms of the judgment pursuant to California Rule of Court, rule 3.769, subdivision (h).

4. STIPULATION OF CLASS CERTIFICATION

The Parties stipulate to the certification of the Settlement Class under this Agreement for purposes of settlement only.

5. AMENDMENT OF PLEADING AND MOTIONS FOR APPROVAL OF SETTLEMENT

The Parties have stipulated for purposes of Plaintiffs' motion for preliminary approval to the

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filing of a First Amended Complaint in the Lamas PAGA Action that adds Barnes as a named Plaintiff and includes all of the allegations in the Lamas PAGA Action, the Lamas Class Action (except for the FLSA claim, which shall be released as "related claims" via this Settlement Agreement to the extent based on the same operative facts as the state law claims pled in the First Amended Complaint for the FLSA claim), the Barnes Action, and which amends the existing PAGA claims pursuant to the Barnes PAGA Notice. Upon the FAC being deemed filed, Defendants shall be deemed to have generally denied all of the allegations set forth in the FAC pending final approval of this settlement, without any need to file a separate answer to the FAC. Upon and within ten (10) court days of final approval being granted, the Parties will jointly stipulate to dismiss the Lamas Class Action and the Barnes Action, without prejudice, with all Parties bearing their own fees and costs in connection with those dismissals except as otherwise set forth in this Settlement Agreement. Until that time, the Parties agree to take all necessary steps to maintain the status quo and defer any litigation of pending actions.

After full execution of this Agreement, Plaintiffs will move for an order granting preliminary approval of the Settlement, approving and directing the mailing of the proposed Notice of Class Action Settlement ("Class Notice") attached hereto as **Exhibit "A"**, conditionally certifying the Settlement Class for settlement purposes only, and approving the deadlines proposed by the Parties for the submission of Requests for Exclusion, Objections, and Workweek Disputes. If and when the Court preliminarily approves the Settlement, and after administration of the Class Notice in a manner consistent with the Court's Preliminary Approval Order, Plaintiffs will move for an order finally approving the Settlement and seek entry of a Judgment in line with this Settlement.

Not later than three (3) court days prior to the submission of both the motion for preliminary approval of this Settlement Agreement and any motion for final approval to the Court, Class Counsel will submit near-final drafts thereof (including a proposed order) to counsel for Defendants for their review and comment.

For purposes of settlement only, the Parties agree that all statutes of limitations shall be waived with respect to the claims asserted in the FAC being filed in furtherance of preliminary approval, with all such limitations to run from the earliest possible date based on the filing of the

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Barnes Action and the sending of the Barnes PAGA Notice. In the event the Court does not grant final approval of the settlement, then the FAC will be deemed withdrawn ab initio and the original limitations periods shall apply.

6. STATEMENT OF NO ADMISSION

Defendants deny any wrongdoing of any sort and further deny any liability to Plaintiffs and the Settlement Class with respect to any claims or allegations asserted in the Action as well as the Lamas PAGA Notice and the Barnes PAGA Notice (collectively, the "PAGA Notices"). This Agreement shall not be deemed an admission by Defendants of any claims or allegations asserted in the Action and the PAGA Notices. Except as set forth elsewhere herein, in the event that this Agreement is not approved by the Court, or any appellate court, is terminated, or otherwise fails to be enforceable, Plaintiffs will not be deemed to have waived, limited or affected in any way any claims, rights or remedies, or defenses in the Action and the PAGA Notices, and Defendants will not be deemed to have waived, limited, or affected in any way any of their objections or defenses in the Action and the PAGA Notices. The Parties shall be restored to their respective positions in the Action prior to the entry of this Settlement.

7. RELEASE OF CLAIMS

a. **Release by All Participating Class Members.**

Effective only upon the entry of an Order granting Final Approval of the Settlement, entry of Judgment, and payment by Defendants to the Settlement Administrator of the full Gross Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, Plaintiffs and all Participating Class Members release the Released Parties from all claims against Defendants asserted in the Operative First Amended Complaint in the Action, or any and all claims that may be asserted against Defendants based on the factual allegations in the Operative First Amended Complaint, as follows: For the duration of the Class Period, the release includes, for Participating Class Members: (1) all claims for failure to pay (or properly pay) overtime wages; (2) all claims for failure to pay minimum wages; (3) all claims for failure to provide meal periods or compensation in lieu thereof; (4) all claims for failure to provide rest periods or compensation in lieu thereof; (5) all claims for failure to issue accurate and compliant wage statements; (6) all claims for failure to

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pay all wages due upon separation from employment; (7) all claims for failure to timely pay wages during employment; (8) all claims asserting a failure to properly reimburse employees for business-related expenses; (9) all claims asserted under California Business & Professions Code section 17200, *et seq*. arising out of the Labor Code violations referenced in the First Amended Complaint; and (10) all claims that arise under the facts raised in the Barnes Action, the Lamas Class Action, the Lamas PAGA Action, the Barnes PAGA Notice, and the Lamas PAGA Notice, including claims not asserted in the underlying litigation. For the avoidance of doubt, the Parties acknowledge and agree that the above release shall bar to the fullest extent possible claims under the federal Fair Labor Standards Act ("FLSA") pursuant to *Rangel v. Check Cashers*, 899 F.3d 1106 (9th Cir. 2018). (the "Class Released Claims").

b. **PAGA Release by All Aggrieved Employees**

For Aggrieved Employees, and, to the extent permitted by law, the State of California, the release includes for the duration of the PAGA Period, all claims asserted in the PAGA Notices, respectively, and as alleged in the First Amended Complaint for PAGA civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 in connection with alleged violations of Labor Code sections 96(k), 98.6, 200, 201, 201.3, 202, 203, 204, 205, 205.5, 221, 223, 226, 226.7, 227.3, 256, 232, 232.5, 246, 404, 432, 432.3, 432.5, 432.6, 432.7, 432.8, 510, 512, 558.1, 1102.5, 1174, 1182.12, 1194, 1194.2, 1197, 1197.5, 1198, 1198.5, 1527, 2802, 2810.5, 3366, 3457, 6401, 6402, 6403, 6409.6, 6432, 8397.4 and suitable seating requirements (the "PAGA Released Claims"). The Class Released Claims and PAGA Released Claims shall be collectively referred to herein as the "Released Claims".

c. **Claims Not Released**

The release expressly excludes all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and any other claims outside of the Class Released Claims of Participating Class Members arising during the Class Period and the PAGA Released Claims of Aggrieved Employees (and, to the extent permitted by law, the State of California) arising outside of the PAGA Period.

d. **General Release.**

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Effective only upon the entry of an Order granting Final Approval of the Settlement, entry of Judgment, and payment by Defendants to the Settlement Administrator selected of the full Gross Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, in addition to the Release provided by the Plaintiffs in Sections 7.a and 7.b of this Agreement, each of the Plaintiffs make the additional following General Release: Plaintiffs release the Released Parties from all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule, law or regulation arising out of, relating to, or in connection with any act or omission of the Released Parties through the date of final approval of this Agreement in connection with Plaintiffs' employment with Centerra Fleet or the termination thereof, except for any and all other claims that may not be released as a matter of law through this Agreement. To the extent of the General Release provided herein, Plaintiffs stipulate and agrees that, upon entry of an Order granting Final Approval of the Settlement, entry of Judgment, and payment by Defendants to the Settlement Administrator selected of the full Gross Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, they shall have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, 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.

8. SETTLEMENT ADMINISTRATOR

Plaintiffs and Defendants, through their respective counsel, have selected Phoenix Class Action Administration Solutions ("Phoenix") to administer the Settlement, which includes but is not limited to distributing the Class Notice, distributing and responding to inquiries about the Class Notice and calculating all amounts to be paid from the Gross Settlement Amount. Charges and expenses of the Settlement Administrator, currently estimated to be and not to exceed 9,950.00, will

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be paid from the Gross Settlement Amount. If the actual amount of the Settlement Administration Costs is less than 9,950.00 the difference between 9,950.00 and the actual Settlement Administration Costs shall be a part of the Net Settlement Amount. If the Settlement Administrator Costs exceed 9,950.00, the Parties will meet and confer in good faith regarding the cause of the excess. To the extent the excess is not caused by Defendant's wrongdoing,[2] the Parties will seek the Court's approval for the excess to be paid from the Gross Settlement Amount.

9. NOTICE, WORKWEEK DISPUTE, OBJECTION, AND EXCLUSION PROCESS

A. Notice to the Settlement Class Members

(1) Within fifteen (15) business days after the Preliminary Approval Date, Defendants' Counsel shall provide the Settlement Administrator with information with respect to each Settlement Class Member and/or Aggrieved Employee, including his or her: (1) name; (2) last known address(es) currently in Defendants' possession, custody, or control; (3) last known telephone number(s) currently in Defendants' possession, custody, or control; (4) last known Social Security Number(s) in Defendants' possession, custody, or control; (5) the dates of employment (*i.e.*, hire dates, and, if applicable, re-hire date(s) and/or separation date(s)) for each Settlement Class Member and/or Aggrieved Employee; and (6) the Workweeks for each Settlement Class Member for the Class Period and Workweeks for each Aggrieved Employee for the PAGA Period, respectively (hereafter, the "Class List"). The final Class List will be designated as Highly Confidential, Attorneys' Eyes Only, pursuant to the Court-approved Stipulated Protective Order that will be filed by the Parties in the Lamas PAGA Action prior to the Parties obtaining Preliminary Approval, and provided by Defendants to the Settlement Administrator after the Settlement Administrator signs and returns to Defendants' Counsel the Acknowledgment and Agreement to be Bound attached as Exhibit A to such Protective Order. The final Class List shall be used only by

[2] For purposes of this provision, "Defendants' wrongdoing" means any willful action of Defendants designed to run up the costs of settlement administration. In the event there is a dispute between the Parties as to whether any increased costs are due to "Defendants' wrongdoing," the Parties agree that such issue shall be a determination to be made by the Court.

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the Settlement Administrator and only for purposes of administering the Settlement and shall not be provided to Class Counsel, and nothing in this Settlement Agreement limits the use of it for that purpose. The Settlement Administrator shall perform an address search using the United States Postal Service National Change of Address ("NCOA") database and update the addresses contained on the Class List with the newly-found addresses, if any. Within seven (7) calendar days, or soon thereafter, of receiving the Class List from Defendants, the Settlement Administrator shall mail the Class Notice to the Settlement Class Members via first-class regular U.S. Mail using the most current mailing address information available. The Settlement Administrator shall maintain the Class List and digital copies of all the Settlement Administrator's records evidencing the giving of notice to any Settlement Class Member and/or other records pertaining to its administration of the Settlement (including, without limitation, records pertaining to Class Member queries, requests for exclusions, opt-outs, Workweek disputes, and undeliverable mailing), for at least four (4) years from the Final Approval Date.

(2) The proposed Class Notice will include verbiage jointly agreed to by the Parties and will set forth:

(a) the Settlement Class Member's estimated Individual Settlement Payment and Individual PAGA Payment, as applicable, and the basis for each, including the number of Workweeks attributed to him or her;

(b) the information required by California Rule of Court, rule 3.766, subdivision (d);

(c) the material terms of the Settlement;

(d) the proposed Settlement Administration Costs;

(e) the definition of the Settlement Class;

(f) a statement that the Court has preliminarily approved the Settlement;

(g) how the Settlement Class Member can obtain additional information, including contact information for Class Counsel;

(h) information regarding opt-out, objection and dispute procedures;

(i) the date and location of the Final Approval Hearing;

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(j) that the Settlement Class Member must notify the Settlement Administrator no later than the Response Deadline if the Settlement Class Member disputes the accuracy of the number of Workweeks as set forth on his or her Class Notice ("Workweek Dispute"). If a Settlement Class Member fails to timely dispute the number of Workweeks attributed to him or her in conformity with the instructions in the Class Notice, then he or she shall be deemed to have waived any objection to its accuracy and any claim to any additional settlement payment based on different data; and

(k) the amount of attorneys' fees requested for Class Counsel's litigation and resolution of the Action, and Class Counsel's expenses and legal costs incurred in connection with the Action.

(3) If a Class Notice from the initial notice mailing is returned as undeliverable, the Settlement Administrator will attempt to obtain a current address for the Settlement Class Member to whom the returned Class Notice had been mailed, within five (5) calendar days of receipt of the returned Class Notice, by: (1) contacting the Settlement Class Member by phone, if possible, and (2) undertaking skip tracing. If the Settlement Administrator is successful in obtaining a new address, it will promptly re-mail the Class Notice to the Settlement Class Member. Further, any Class Notices that are returned to the Settlement Administrator with a forwarding address before the Response Deadline shall be promptly re-mailed to the forwarding address affixed thereto.

(4) No later than seven (7) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a declaration attesting to the completion of the notice process, including the number of attempts to obtain valid mailing addresses for and re-sending of any returned Class Notices, as well as the identities, number of, and copies of all Requests for Exclusion and Objections received by the Settlement Administrator, if any.

B. Objections.

Only Participating Class Members may object to the Class Settlement; neither Participating Class Members nor PAGA Aggrieved Employees may object to the PAGA settlement. In order for

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any Settlement Class Member to object to this Class Settlement, or any term of it, he or she must do so by mailing a written objection to the Settlement Administrator at the address provided on the Class Notice, with such objection postmarked no later than the Response Deadline. The Settlement Administrator shall email a copy of the Objection forthwith to Class Counsel and Defendants' counsel and attach copies of all Objections to the Declaration it provides Class Counsel, which Class Counsel shall file in support of Plaintiffs' Motion for Final Approval. To be valid, the Objection must be timely submitted and must set forth the following in writing: (1) the Objector's name; (2) the Objector's address; (3) the last four digits of the Objector's Social Security Number; (4) the Objector's signature; (5) a statement of whether the Objector plans to appear at the Final Approval Hearing; and (6) the reason(s) for the Objection, along with whatever legal authority, if any, the Objector asserts in support of the Objection. If a Settlement Class Member objects to the Class Settlement, the Settlement Class Member will remain a member of the Settlement Class and if the Court approves this Agreement, the Settlement Class Member will be bound by the terms of the Settlement in the same way and to the same extent as a Settlement Class Member who does not object. The date of mailing of the Class Notice to the objecting Settlement Class Member shall be conclusively determined according to the records of the Settlement Administrator. Settlement Class Members need not object in writing to be heard at the Final Approval Hearing; they may object or comment in person at the hearing at their own expense. Class Counsel and Defendants' Counsel may respond to any objection lodged with the Court up to five (5) court days before the Final Approval Hearing.

C. Requesting Exclusion.

Any Settlement Class Member may request exclusion from (*i.e.*, to "opt out" of) the Class Settlement by mailing a written request to be excluded from the Class Settlement ("Request for Exclusion") to the Settlement Administrator, postmarked on or before the Response Deadline. To be valid, a Request for Exclusion must be timely submitted and must include the following in writing: (1) the Class Member's name; (2) the Class Member's Social Security Number; (3) the Class Member's signature; and (4) a statement that the Class Member seeks to be excluded from the Settlement Class using the same or any other language standing for the proposition the Class

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Member seeks to be excluded from the Settlement Class: "Please exclude me from the Settlement Class in the *Lamas et al. v. Centerra Group LLC, et al.* matter. I understand that by requesting exclusion, I will not participate in the class settlement and will not receive any money from the class settlement." The Settlement Administrator shall immediately provide copies of all Requests for Exclusion to Class Counsel and Defendants' Counsel and shall report the Requests for Exclusions that it receives, to the Court, in its declaration to be provided in advance of the Final Approval Hearing. Any Settlement Class Member who timely and properly requests exclusion from the Settlement Class using this procedure will not be entitled to receive any Individual Settlement Share from the Settlement and will not be bound by the Settlement Agreement or have any right to object to, appeal, or comment on the Settlement as it relates to the Class Settlement and Class Released Claims. Any Settlement Class Member who does not opt out of the Settlement Class by submitting a timely and valid Request for Exclusion will be bound by all terms of the Settlement, including those pertaining to the Class Released Claims, as well as any Judgment that may be entered by the Court if Final Approval of the Class Settlement is granted. A Settlement Class Member cannot submit both a Request for Exclusion and an Objection. If a Settlement Class Member submits an Objection and a Request for Exclusion, the Request for Exclusion will control and the Objection will be overruled. Settlement Class Members who worked during the PAGA Period as Aggrieved Employees that submit a valid Request for Exclusion from the Settlement Class will still be deemed to be Aggrieved Employees, will still receive their Individual PAGA Payments, and will be bound by the release of the PAGA Released Claims.

D. Disputes Regarding Settlement Class Members' Workweek Data.

Each Settlement Class Member may dispute the number of Workweeks attributed to him or her with respect to the Individual Settlement Share on his or her Class Notice ("Workweek Dispute"). Any such disputes must be in writing and mailed to the Settlement Administrator by the Settlement Class Member, postmarked on or before the Response Deadline. To be valid, a Workweek Dispute must be timely submitted and must include the following in writing: (1) the Class Member's name, current mailing address, telephone number, the last four digits of his/her social security number, and his/her signature; (2) a statement indicating that the Class Member seeks

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to dispute the number of Workweeks credited to him or her, the time period(s) he or she worked for Defendants during the Class Period, and the number of Workweeks that he or she contends should be credited to him or her; and (3) documentation and/or other facts supporting the Class Member's position. The Settlement Administrator shall immediately provide copies of all Workweek Disputes (if any) to Class Counsel and counsel for Defendants. In response to any timely Workweek Dispute, Defendants will first verify the information contained in the disputing Class Member's personnel file and Defendants' payroll records. Unless the Class Member can establish that the number of Workweeks credited to him or her is incorrect, by providing documentation in support thereof or other details to substantiate his or her position, the total number of Workweeks established by Defendants' records will control. Class Counsel and Defendants' Counsel will then make a good faith effort to resolve the dispute informally before the Final Approval Hearing. If counsel for the Parties cannot agree, the dispute shall be resolved by the Settlement Administrator before the Final Approval Hearing, who shall examine the records provided by the Defendants and the Class Member and shall be the final arbiter of disputes relating to a Class Member's Workweeks. The Settlement Administrator's determination regarding any such dispute shall be final for purposes of administering notice of the Settlement, subject to final review, determination, and approval by the Court.

10. INDIVIDUAL SETTLEMENT PAYMENTS AND INDIVIDUAL PAGA PAYMENTS

Individual Settlement Payments will be calculated and distributed to Participating Class Members from the Net Settlement Amount on a *pro rata* basis, based on the Participating Class Members' respective number of Workweeks during the Class Period. Individual PAGA Payments to Aggrieved Employees will be calculated and distributed to Aggrieved Employees from the PAGA Payment on a *pro rata* basis based on Aggrieved Employees' respective number of Pay Periods with hours worked during the PAGA Period (hereafter, "Pay Period" or "Pay Periods"). Specific calculations of the Individual Settlement Shares and Individual PAGA Payments to Aggrieved Employees will be made as follows:

A. The Total Number of Workweeks

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The Total Number of Workweeks worked by each Settlement Class Member during the Class Period ("Class Member's Workweeks"), as well as the aggregate number of Workweeks worked by all Settlement Class Members during the Class Period ("Class Workweeks"), shall be determined from Defendants' records and shall be provided on the Class List provided by Defendants. Additionally, the total number of Workweeks worked by each Aggrieved Employee during the PAGA Period ("Aggrieved Employee's Workweeks"), as well as the aggregate number of Workweeks worked by all Aggrieved Employees during the PAGA Period ("PAGA Workweeks"), shall be determined from Defendants' records and shall be provided on the Class List provided by Defendants.

B. To determine each Participating Class Member's Participating Individual Class Settlement Share, the Settlement Administrator will determine the aggregate number of Workweeks worked by all Participating Class Members during the Class Period ("Total Participating Class Member Workweeks") and use the following formula:[3]

> Individual Settlement Share = (Individual Participating Class Member's Workweeks + one additional Workweek for each Participating Class Member who is a former employee of Defendants) ÷ (Total Participating Class Member Workweeks + one additional workweek for each Participating Class Members who is a former employee of Defendants)) × Net Settlement Amount.

C. To determine each Aggrieved Employee's Individual PAGA Payment, the Settlement Administrator will use the following formula:

> Aggrieved Employee's Individual PAGA Payment = (Aggrieved Employee's Pay Periods ÷ Total Aggrieved Employee Pay Periods) x $18,480.00

D. Individual Settlement Payments and Individual PAGA Payments shall be paid to Participating Class Members and/or Aggrieved Employees by way of check. When a Participating

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[3] While former employees are provided one additional Workweek to account for the resolution of claims pertaining to Lab. Code. §§ 201-203, such additional Workweeks are not considered as part of the workweek count for purposes of Paragraph 17 of this Agreement.

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Class Member is also an Aggrieved Employee, one check may be issued that aggregates both the Individual Settlement Payment and the Individual PAGA Payment.

11. DISTRIBUTION OF PAYMENTS

A. Distribution of Individual Settlement Payments.

Participating Class Members will receive an Individual Settlement Payment and Aggrieved Employees will receive an Individual PAGA Payment as applicable. Individual Settlement Payment and Individual PAGA Payment checks shall remain valid and negotiable for one hundred and eighty (180) calendar days after the date of their issuance. In the event that any checks mailed to Participating Class Members and/or Aggrieved Employees are not cashed, deposited, or otherwise negotiated within the 180-day period, then the checks shall be sent to the California State Controller's Office Unclaimed Property Fund in the name of the individual, and such Class Members and/or Aggrieved Employees shall nevertheless be bound to the Settlement and the Final Approval Order. Thus, there shall be no "Unpaid Residue" subject to the requirements of California Code of Civil Procedure section 384. To the extent the Court rejects this method of processing uncashed checks, the Parties agree that this provision is not a material term of this Settlement Agreement and will mutually decide upon a different procedure for handling uncashed checks for the Court's approval, without requiring an amendment to the Settlement Agreement.

B. Funding of Settlement.

Within ten (10) business days following the occurrence of the Effective Date of the Settlement as defined above, Defendants shall remit payment of the Gross Settlement Amount (as the same may be escalated pursuant to Paragraph 17 of this Agreement) and Employer Taxes (as that term is defined herein) to the Settlement Administrator pursuant to Internal Revenue Code section 1.468B-1 for deposit in an interest-bearing qualified settlement account ("QSA") with an FDIC insured banking institution, for distribution in accordance with this Agreement and the Court's Orders and subject to the conditions described herein.

C. Time for Distribution.

Within seven (7) calendar days after payment of the full Gross Settlement Amount and Employer Taxes by Defendants, or as soon thereafter as practicable, the Settlement Administrator

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shall distribute Payments from the QSA for: (1) the Service Award to Plaintiffs as approved by the Court; (2) the Attorneys' Fees and Cost Award to be paid to Class Counsel, as approved by the Court; (3) the Settlement Administrator Costs, as approved the Court; (4) the LWDA Payment, as approved by the Court; and (5) Individual PAGA Payments as approved by the Court. The balance remaining shall constitute the Net Settlement Amount from which Individual Settlement Payments shall be made to Participating Class Members, less applicable taxes and withholdings.

12. ATTORNEYS' FEES AND LITIGATION COSTS

Class Counsel shall apply for, and Defendants shall not oppose, an award of attorneys' fees of up to 35% of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph 17 of this Agreement, amounts to Three Hundred and Sixty-Nine Thousand Six Hundred Dollars and Zero Cents ($369,600.00). Class Counsel shall further apply for, and Defendants shall not oppose, an application or motion by Class Counsel for reimbursement of actual costs associated with Class Counsel's prosecution of this matter as set forth by declaration testimony currently estimated at Twenty Thousand Four Hundred Fifty-Two Dollars and Seven Cents ($20,452.07). Awards of attorneys' fees and costs shall be paid out of the Gross Settlement Amount, for all past and future attorneys' fees and costs necessary to prosecute, settle, and obtain Final Approval of the settlement in Action. The "future" aspect of the amounts stated herein includes, without limitation, all time and expenses expended by Class Counsel (including any appeals therein). There will be no additional charge of any kind to either the Settlement Class Members or request for additional consideration from Defendants for such work unless, Defendants materially breach this Agreement, including any term regarding funding, and further efforts are necessary from Class Counsel to remedy said breach, including, without limitation, moving the Court to enforce the Agreement. Should the Court approve attorneys' fees and/or litigation costs and expenses in amounts that are less than the amounts provided for herein, then the unapproved portion(s) shall become a part of the Net Settlement Amount for distribution to Participating Class Members, and any such lesser award shall not be grounds for Plaintiffs and/or Class Counsel to terminate the Settlement.

13. SERVICE AWARD TO PLAINTIFF

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Named Plaintiffs shall seek, and Defendants shall not oppose, a Service Award in an amount not to exceed Fifteen Thousand Dollars and Zero Cents ($15,000.00) payable to each of the named Plaintiffs, for a total of Forty-Five Thousand Dollars and Zero Cents ($45,000.00) to Plaintiffs for participation in and assistance with the Action. Any Service Award awarded to Plaintiffs shall be paid from the Gross Settlement Amount and shall be reported to each named Plaintiff on an IRS Form 1099. If the Court approves the Service Award to Plaintiffs in less than the amounts sought herein, then the unapproved portion(s) shall become a part of the Net Settlement Amount for distribution to Participating Class Members, and any such lesser award shall not be grounds for Plaintiffs and/or Class Counsel to terminate the Settlement.

14. TAXATION AND ALLOCATION

a. Each Individual Settlement Share shall be allocated as follows: 20% as wages (to be reported on an IRS Form W2) and 80% to statutory penalties, non-wage damages and interest, with such non-wage portions to be reported on an IRS Form 1099. Each Individual PAGA Payment shall be allocated entirely as penalties. The Parties agree that prior to distribution, each Individual Settlement Share due to a Participating Class Member will be subject to reduction for required employee-side payroll taxes, contributions and withholdings with respect to the wage portion of the Individual Settlement Share. The amount of federal income tax withholding will be based upon a flat withholding rate for supplemental wage payments in accordance with Treasury Regulation § 31.3402(g)-1(a)(2) as amended or supplemented. Income tax withholding will also be made pursuant to applicable state and/or local withholding codes or regulations.

b. Forms W-2 and/or Forms 1099 will be timely and correctly prepared and distributed by the Settlement Administrator at times and in the manner required by the Internal Revenue Code of 1986 (the "Code") and consistent with this Agreement. If the Code, the regulations promulgated thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes set forth in this Section may be modified in a manner to bring Defendants into compliance with any such changes.

c. Neither Counsel for Plaintiffs nor Defendants intend anything contained in this Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Agreement

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be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended) or otherwise. Settlement Class Members and Aggrieved Employees will be responsible for correctly characterizing the compensation that they receive pursuant to the Form 1099 and for payment of any taxes owing on said amount(s).

15. PRIVATE ATTORNEYS' GENERAL ACT ALLOCATION AND LWDA APPROVAL

The Parties agree to allocate Seventy-Three Thousand Nine Hundred and Twenty Dollars and Zero Cents ($73,920.00) of the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five percent (75%) of the amount allocated toward PAGA ($55,440.00) will be paid to the LWDA and twenty-five percent (25%) ($18,480.00) will be distributed to Aggrieved Employees on a *pro rata* basis based upon their respective Workweeks worked as Aggrieved Employees during the PAGA Period.

Concurrently with the filing of the motion for preliminary approval of the settlement under this Agreement, Plaintiffs and their counsel will comply with all requirements under PAGA to give notice and make submissions regarding the proposed settlement to the LWDA, and promptly provide written evidence thereof to Defendants' counsel.

16. COURT APPROVAL

This Agreement is contingent upon an order by the Court granting Final Approval of the Settlement, and that the LWDA does not intervene and object to the Settlement. If the Court declines to approve the Settlement, the Parties will work in good faith efforts to address the Court's concerns so long as they do not require a material change that one or more Parties are unwilling to agree to. If, after the Parties have exhausted all good faith efforts to obtain approval of the Settlement Agreement it becomes impossible to secure approval of the Settlement by the Court and the LWDA, the Parties shall be restored to their respective positions in the Action prior to entry of this Settlement, except as otherwise set forth herein. If this Settlement Agreement is voided, not approved by the Court or approval is reversed on appeal, it shall have no force or effect and no Party shall be bound by its terms except to the extent: (a) the Court reserves any authority to issue any appropriate orders when denying approval; and/or (b) there are any terms and conditions in this

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Settlement Agreement specifically stated to survive the Settlement Agreement being voided or not approved, and which control in such an event.

17. INCREASE IN WORKWEEKS

Defendants represent that there are no more than 32,081 Workweeks worked through the Class Period. Should the number of workweeks for Class Members in the Class Period increase by more than 10% such that the workweeks are 35,290 or greater, Defendant shall increase the Gross Settlement Amount proportionally for the number of additional workweeks over 110% of 32,081 workweeks. For example, if the total workweeks in the Class Period are 112% of 32,081 workweeks, the GSF shall be increased by two percent (2%). In the event the actual number of pay periods worked during the PAGA period is more than 10% greater than 13,323 pay periods (or it exceeds 14,655 pay periods), the Parties will meet and confer in good faith to decide how to address such circumstances.

18. WITHDRAWAL FROM SETTLEMENT BASED ON REQUESTS FOR EXCLUSION

Defendants shall retain the right to rescind and terminate the Agreement in the event that more than ten percent (10%) of Class Members submit timely and valid Requests for Exclusion. Should the 10% threshold for opt outs be exceeded, the Settlement Administrator shall notify lead counsel for all Parties via email immediately, and Defendants must provide written notice to Class Counsel of their intention within ten (10) calendar days of receiving sufficient information to determine that the opt out rate exceeds 10%. If Defendants exercise this right, they shall be solely responsible for the costs incurred for settlement administration up to the date of nullification.

19. CONFIDENTIALITY

Except as otherwise agreed in writing between the Parties, both before and following the execution of this Settlement Agreement by the Parties and their counsel, there will be no direct or indirect comment or publication by the Parties of the settlement in terms of affirmative or responsive media statements/comments, press releases or conferences, website postings or content, social media postings or content, other Internet postings or content, subscribed email messages, newsletters, disseminated updates, mass mailings, or any other comment or publication

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to the press, media or public at large. This shall not apply to or limit the public filing of motions or other case materials by Class Counsel in the Action related to seeking and obtaining Court approval of the proposed settlement and the related awards of attorneys fees and costs, enhancements and the other relief set forth in this Settlement Agreement, or to communications between Class Counsel and Plaintiffs or Settlement Class Members. Class Counsel may otherwise state only that the Action has been settled on terms mutually agreeable to the Parties. The Parties understand and agree that there may be media coverage of the settlement of the Action not initiated by Plaintiffs or Class Counsel, directly or indirectly. It is also agreed and understood that, until the date Plaintiffs' Motion for Preliminary Approval is filed with the Court, the Parties and each and every Settlement Class Member, may disclose the settlement to their families, plus their legal, tax, or accounting advisors, insurance companies, or as required by law, regulatory rules or regulatory requirements. Class Counsel may disclose the names of the Parties in the Action, the venues/case numbers, and settlement details available in the public record, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions or for purposes of seeking approval of an unrelated settlement.

20. SETTLEMENT WEBSITE

The Parties agree that the Settlement Administrator may use U.S. mail to provide notice and information about the settlement to Settlement Class Members. The Settlement Administrator may use its own website to provide notice and information about the Settlement. Reference to this Settlement on the Settlement Administrator's website must be taken down within 45 days after the date the Settlement Administrator must remit any unclaimed funds to the State, as set forth in Section 11.A of this Agreement. No information about the Action or the Settlement may be posted on Class Counsel's websites or their social media without Defendants' prior written consent, except as expressly set forth in this Agreement.

21. MISCELLANEOUS PROVISIONS

A. Interpretation of the Agreement, Governing Law.

This Agreement constitutes the entire agreement between the Parties with respect to its subject matter. Except as expressly provided herein, this Agreement has not been executed in

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reliance upon any other written or oral representations or terms, and no such extrinsic oral or written representations or terms shall modify, vary or contradict its terms. In entering into this Agreement, the Parties agree that this Agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence. The Agreement will be interpreted and enforced under the laws of the State of California, both in its procedural and substantive aspects, without regard to its conflict of law provisions. Any claim arising out of or relating to the Agreement, or the subject matter hereof, will be resolved solely and exclusively in the Superior Court of the State of California for the County of Sacramento, and Plaintiffs and Defendants hereby consent to the personal jurisdiction of the Court in the Action over it solely in connection therewith. The foregoing is only limited to disputes concerning this Agreement. The Parties, and each of them, participated in the negotiation and drafting of this Agreement and had available to them the advice and assistance of independent counsel. As such, neither Plaintiffs nor Defendants may claim that any ambiguity in this Agreement should be construed against the other. The Agreement may be modified only by a writing signed by counsel for the Parties and approved by the Court.

B. Further Cooperation.

The Parties and their respective attorneys shall proceed diligently to prepare and execute all documents, to seek the necessary approvals from the Court, and to do all things reasonably necessary to consummate the Settlement as expeditiously as possible (including, without limitation, with respect to dismissals of the Barnes Action and Lamas Class Action). The Parties agree that they will not take any action inconsistent with this Agreement, including, without limitation, encouraging Class Members to opt out of the Settlement. In the event the Court finds that any Party has taken actions inconsistent with the Settlement, including, without limitation, encouraging Class Members to opt out of the Settlement, the Court may take any corrective actions, including enjoining any Party from communicating regarding the Settlement on an *ex parte* basis, issuing (a) corrective notice(s), awarding monetary, issue, evidentiary and/or terminating sanctions against that Party, and/or enforcing this Agreement despite the presence of opt-outs and/or objections.

Further, if the Court declines to approve the settlement, the Parties will work in good faith efforts to address the Court's concerns. If the concerns require a material change that one or more

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Parties are unwilling to agree to, or if after the Parties have exhausted all good faith efforts to obtain approval of the Settlement Agreement the Court declines to approve the Settlement, the entire Settlement Agreement is deemed void and unenforceable as if no Settlement of any claim was ever reached. All negotiations, statements and proceedings and data relating thereto shall be protected by California Evidence Code §1152 and shall be without prejudice to the rights of any of the Parties.

C. Counterparts.

The Agreement may be executed in one or more actual or non-original counterparts, including via DocuSign, all of which will be considered one and the same instrument and all of which will be considered duplicate originals.

D. Authority.

Each individual signing below warrants that he or she has the authority to execute this Agreement on behalf of the Party for whom or which that individual signs.

D. Binding On Assign.

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

F. Deadlines Falling on Weekends or Holidays.

To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or legal holiday, that deadline shall be continued until the following business day.

G. Jurisdiction of the Court

Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the settlement embodied in this Settlement Agreement and all orders and judgments entered in connection therewith.

H. Severability.

In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or

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unenforceability shall in no way effect any other provision if Defendants' Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED.

Dated: 4/23, 2025

RAMIRO LAMAS
Plaintiff and Class Representative

Dated: 04/24, 2025

SELIN DABOUB
Plaintiff and Class Representative

Dated: _____, 2025

AERICK BARNES
Plaintiff and Class Representative

Dated: April 24, 2025

CENTERRA GROUP, LLC
Defendant

By: Katherine F. McKenzie-Veal

Its: VP, Legal - Deputy General Counsel

Dated April 24, 2025

CENTERRA INTEGRATED FLEET SERVICES, LLC
Defendant

By: Katherine F. McKenzie-Veal

Its: VP, Legal - Deputy General Counsel

Dated April 24, 2025

CONSTELLIS GROUP, LLC
Defendant

By: Katherine F. McKenzie-Veal

Doc ID: 6a6ef637a072443988f0ab78016247966235e97b

Its: VP, Legal - Deputy General Counsel

AGREED AS TO FORM:

Dated: _____, 2025

DAVID D. BIBIYAN
DIEGO AVILES
BRIAN ZAGHI

Dated: April 24, 2025

CAROLYN H. COTTRELL
ORI EDELSTEIN
PHILIPPE M.J. GAUDARD

Class Counsel

Dated: April 24, 2025

Sabrina A. Beldner

SABRINA A. BELDNER
ANDREW W. RUSSELL

Counsel for Defendants

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unenforceability shall in no way effect any other provision if Defendants' Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED.

Dated: _____, 2025

_____
RAMIRO LAMAS
Plaintiff and Class Representative

Dated: _____, 2025

_____
SELIN DABOUB
Plaintiff and Class Representative

Dated: 04/24/2025, 2025

Aerick Barnes (Apr 24, 2025 16:16 PDT)

_____
AERICK BARNES
Plaintiff and Class Representative

Dated: _____, 2025

_____
CENTERRA GROUP, LLC
Defendant

By: _____

Its: _____

Dated _____, 2025

_____
CENTERRA INTEGRATED FLEET SERVICES, LLC
Defendant

By: _____

Its: _____

Dated _____, 2025

_____
CONSTELLIS GROUP, LLC
Defendant

By: _____

Its: _____

AGREED AS TO FORM:

Dated: April 24, 2025

David D. Bibiyan
DAVID D. BIBIYAN
~~DIEGO AVILES~~
~~BRIAN ZAGHI~~

Dated: _____, 2025

_____
CAROLYN H. COTTRELL
ORI EDELSTEIN
PHILIPPE M.J. GAUDARD

Class Counsel

Dated: _____, 2025

_____
SABRINA A. BELDNER
ANDREW W. RUSSELL

Counsel for Defendants

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EXHIBIT A

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NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND DATE FOR FINAL APPROVAL HEARING

Lamas et al. v. Centerra Group, LLC et. al., Sacramento County Superior Court Case No. 23CV000854

As a current or former non-exempt, hourly-paid California employee of Centerra Integrated Fleet Services, LLC, you are entitled to receive money from a class action settlement.

Please read this Notice carefully. This Notice relates to a proposed settlement of class and representative action lawsuit. If you are a Class Member or an Aggrieved Employee, it contains important information about your right to receive a payment from the Settlement.

You have received this Notice of Class Action Settlement because the records of Centerra Integrated Fleet Services, LLC ("Centerra Fleet") show you are a "Class Member" and/or an "Aggrieved Employee," and therefore are entitled to a payment from this class and representative action Settlement. Class Members are all current and former non-exempt, hourly-paid employees who worked in California for Centerra Fleet at any time from November 28, 2018 through July 3, 2024 ("Class Period" or "Settlement Period"). Aggrieved Employees are all current and former non-exempt, hourly-paid employees who performed work for Centerra Fleet at any time during the PAGA Period, which is defined as November 28, 2021 through July 3, 2024.

- The settlement is to resolve a series of class and representative action lawsuits including this action, *Lamas et al. v. Centerra Group, LLC et. al.*, Sacramento County Case No. 23CV000854; *Lamas et al. v. Centerra Group, LLC, et al.*, United States District Court, C.D. Cal. Case No. 2:23-cv-02984; and *Aerick Barnes v. Centerra Integrated Fleet Services, LLC et al.*, Los Angeles County Case No. 22STCV37324 (collectively, the "Actions"). The Actions allege, *inter alia*, that, during the Class Period, Centerra Fleet, as it pertains to Class Members: (1) failed to pay (or properly pay) overtime wages; (2) failed to pay (or properly pay) minimum wages; (3) failed to provide meal periods or compensation in lieu thereof; (4) failed to provide rest periods or compensation in lieu thereof; (5) failed to properly calculate and properly pay vested and unused vacation pay; (6) failed to properly calculate and properly pay sick leave pay; (7) failed to all wages due upon termination; (8) failed to provide accurate wage statements; (9) failed to timely pay wages during employment; (10) failed to reimburse for business expenses; and (11) engaged in unfair competition. Based on these and other alleged Labor Code violations, Plaintiff also seek penalties under the California Labor Code Private Attorney Generals Act ("PAGA") for allegedly Aggrieved Employees.
- On _____, the Sacramento County Superior Court granted preliminary approval of this class action settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Actions. Defendants vigorously deny the claims in the Lawsuit and contends that it fully complied with all applicable laws.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
OPT OUT OF THE CLASS SETTLEMENT	Exclude yourself from the class action portion of the Settlement, get no payment for settlement of the class claims, and retain your legal rights to individually pursue the class claims that would otherwise be released by the settlement of the Lawsuit. If you worked in the PAGA Period as a hourly-paid non-exempt employee of Centerra Fleet, then you will be deemed a "Aggrieved Employee" and you will still receive your share of the proceeds available from the settlement of the PAGA Released Claims, defined below, (your "Individual PAGA Payment") even if you opt out of the class settlement.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

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OBJECT TO THE CLASS SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, _____, about why you object to the settlement, and they will forward your concerns to counsel which will then be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. You or your attorney may also address the Court during the Final Approval Hearing scheduled for [DATE AND TIME] in Department __ of the Sacramento County Superior Court, located at 720 9th Street, Sacramento, CA 95814.

The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at _____ __.m. on _____, in the Sacramento County Superior Court, located at 720 9th Street, Sacramento, CA 95814, in Department ___. You are not required to attend the Hearing, but you are welcome to do so.

Why Am I Receiving This Notice?

Centerra Fleet's records show that you currently work, or previously worked, for Centerra Fleet in the State of California as a non-exempt, hourly-paid employee at some point during the Class Period and/or PAGA Period. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a "Settlement Administrator" appointed by the Court will make the payments described in this Notice. This Notice explains the claims alleged, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

What Is This Case About?

Plaintiffs Ramiro Lamas, Selin Daboub and Aerick Barnes were non-exempt, hourly-paid employees of Centerra Fleet. They are the "Plaintiffs" in this case and are suing Centerra Fleet on behalf of themselves and Class Members for Defendant's alleged failure to pay or properly pay overtime and minimum wages, failure to provide meal and/or rest periods or compensation in lieu thereof, failure to properly calculate and/or pay vacation pay and sick pay, failure to timely pay due wages during employment and upon separation from employment, failure to issue compliant and accurate wage statements, expense reimbursement violations, vacation pay violations, and unfair competition, among other claims.

Based on these and other alleged Labor Code violations, Plaintiff also seeks to recover civil penalties under PAGA.

Centerra Fleet denies all of the allegations made by Plaintiff and denies that it violated any law. The Court has made no ruling on the merits of Plaintiffs' claims. The Court has only preliminarily approved this class action settlement. The Court will decide whether to give final approval to this settlement at the Final Approval Hearing.

Summary of the Settlement Terms

Plaintiffs and Defendants have agreed to globally settle these Actions on behalf of themselves and Class Members and Aggrieved Employees for the Gross Settlement Amount of $1,056,000.00, unless escalated pursuant to the Settlement Agreement. The Gross Settlement includes: (1) Administration Costs up to $_____; (2) up to 35% of the Gross Settlement Amount in attorneys' fees which, unless escalated pursuant to the Settlement Agreement,

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shall amount to $369,600.00; (3) up to $_____ in litigation costs to Class Counsel, according to proof; (4) up to $15,000.00 in a Service Award to each Class Representative (or $45,000 total); and (5) payment allocated to PAGA penalties in the amount of $73,920.00 of which 75% (or $55,440.00) will be paid to the California Labor and Workforce Development Agency ("LWDA") and twenty-five percent 25% (or $18,480.00) will be distributed to Aggrieved Employees. After deducting these sums, a total of approximately not less than $_____.00 will be available for distribution to Class Members ("Net Settlement Amount"). Employer-side payroll taxes are excluded and will be separately paid by Centerra Fleet.

Distribution to Class Members

Class Members who do not opt out will receive a *pro rata* payment of the Net Settlement Amount based on the number of Workweeks worked by Class Members in hourly-paid positions for Centerra Fleet during the Class Period ("Qualifying Workweeks"). Specifically, Class Members' payments will be calculated by dividing the number of Qualifying Workweeks attributed to the Class Member by all Qualifying Workweeks attributed to members of the Settlement Class, multiplied by the Net Settlement Amount. Otherwise stated, the formula for a Class Member is: (Individual's Qualifying Workweeks [+ one additional Workweek for any Class Members who left employment during the Class Period] ÷ total Settlement Class Qualifying Workweeks) x Net Settlement Amount. Class Members who worked during the PAGA Period (*i.e.*, Aggrieved Employees) will receive a *pro rata* share of the $18,480.00 allocated as PAGA penalties to Aggrieved Employees, whether or not they opt out of the class settlement, based on the number of Qualifying Pay Periods worked by each Aggrieved Employees during the PAGA Period.

Centerra Fleet's records indicate that you worked [Qualifying Workweeks] as an hourly-paid employee in California during the Class Period and [Qualifying Pay Periods] during the PAGA Period. Based on these records, your estimated payment as a Class Member would be [$Estimated Award] and your estimated payment as an Aggrieved Employee would be [$Estimated Award]. If you believe this information is incorrect and wish to dispute it, you must mail a dispute to the Settlement Administrator and it must be postmarked no later than [RESPONSE DEADLINE]. Please include: (1) your name, address, telephone number, last four digits of your social security number and your signature; (2) a statement of your dispute and how many Qualifying Workweeks you contend should be credited to you; and (3) any documentation you have that you contend supports your dispute.

Tax Reporting

100% of the payments for PAGA penalties to Aggrieved Employees will be allocated as penalties reported on IRS Form 1099. Twenty percent (20%) of each Settlement Payment to Class Members who do not opt out will be allocated as wages and reported on an IRS Form W-2, and eighty percent (80%) will be allocated as civil or statutory penalties and interest, which will be reported on IRS Form 1099. This notice is not intended to provide legal or tax advice on your Settlement Share.

Your check will be valid for 180 days after issuance. After 180 days, uncashed checks shall be sent to the California State Controller's Office Unclaimed Property Fund in the name of the individual, and such Class Members and/or Aggrieved Employees shall nevertheless be bound to the Settlement and the Final Approval Order.

Your Options Under the Settlement

Option 1 – *Do Nothing and Receive Your Payment*

If you do not opt out, you are automatically entitled to your Individual Settlement Payment (*i.e.*, your share of the Net Settlement Amount) because you are a Class Member. If you do not dispute your settlement share calculation and do not opt out of the settlement, you will be bound by the entire release in the settlement and receive your

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Individual Settlement Payment, as well as your Individual PAGA Payment if you are also an Aggrieved Employee. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment(s) set forth above**.

Class Members who do not submit a valid and timely opt out (pursuant to Option 2 below), will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Claims he or she may have or had upon final approval of this Settlement and payment by Defendant to the Settlement Administrator.

Effective only upon the entry of an Order granting Final Approval of the Settlement, entry of Judgment and payment by Defendants to the Settlement Administrator of the full Gross Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, Plaintiffs and all Participating Class Members release the Released Parties of any and all claims that have been or could reasonably have been asserted based on the factual allegations in the Operative First Amended Complaint as follows: For the duration of the Class Period, the release includes, for Participating Class Members: (1) all claims for failure to pay (or properly pay) overtime wages; (2) all claims for failure to pay minimum wages for all hours worked; (3) all claims for failure to provide meal periods or compensation in lieu thereof (including, without limitation, break premiums); (4) all claims for failure to provide rest periods or compensation in lieu thereof (including, without limitation, break premiums); (5) all claims for failure to properly calculate and/or properly pay vacation wages; (6) all claims for failure to properly calculate and/or properly pay for sick leave; (7) all claims for failure to timely pay wages during employment; (8) all claims for failure to timely and fully pay wages upon separation from employment; (9) all claims for failure to issue accurate wage statements; (10) all claims asserting a failure to properly reimburse employees for business-related expenses; (11) all claims asserted through California Business & Professions Code section 17200, *et seq*. arising out of the Labor Code violations referenced in the FAC; and (12) all claims for relief, including damages, statutory and/or civil penalties, equitable and/or injunctive relief, attorneys' fees, interest, costs, and any other kind of relief whatsoever that could be sought based on the factual allegations and theories of liability asserted in the [OPERATIVE PLEADING] (the "Class Released Claims"). The Parties additionally acknowledge and agree that the above release shall bar to the fullest extent possible claims under the federal Fair Labor Standards Act ("FLSA") pursuant to *Rangel v. Check Cashers*, 899 F.3d 1106 (9th Cir. 2018).

For Plaintiffs, the Aggrieved Employees, and, to the extent permitted by law, the State of California, the release includes, for the duration of the PAGA Period, all claims asserted in Plaintiffs' PAGA Notices, respectively, and as alleged in the First Amended Complaint for PAGA civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 in connection with alleged violations of Labor Code sections 96(k), 98.6, 200, 201, 201.3, 202, 203, 204, 205, 205.5, 221, 223, 226, 226.7, 227.3, 256, 232, 232.5, 246, 404, 432, 432.3, 432.5, 432.6, 432.7, 432.8, 510, 512, 558.1, 1102.5, 1174, 1182.12, 1194, 1194.2, 1197, 1197.5, 1198, 1198.5, 1527, 2802, 2810.5, 3366, 3457, 6401, 6402, 6403, 6409.6, 6432, 8397.4 and suitable seating requirements, including for alleged (1) failure to pay (or properly pay) minimum and/or overtime wages; (2) failure to provide meal and/or rest periods or compensation in lieu thereof (including, without limitation, break premiums); (3) failure to properly calculate and/or properly pay vacation wages; (4) failure to properly calculate and/or properly pay for sick leave; (5) failure to properly calculate and/or accurately pay all vacation wages; (6) failure to comply with day of rest, reporting time pay, and split shift premium requirements; (7) failure to timely pay all wages during and/or upon separation from employment; (8) failure to issue accurate wage statements; (9) failure to properly reimburse employees for business-related expenses; (10) failure to maintain and/or produce payroll and time records; (11) payment of wages via non-compliant instruments and unlawful wage deductions; (12) failure to provide Labor Code section 2810.5 notices; (13) failure to provide weekly pay to temporary workers; (14) failure to provide suitable seating; (15) whistleblower retaliation; (16) failing to comply with COVID-19-related notice requirements; (17) failure to provide safety devices/safeguards and to keep adequate sanitation facilities; (18) requiring employees to sign unlawful agreements; (19) unlawful pre-employment inquiries and background checks; and (20) unlawful reliance on salary history in making hiring and compensation offers (the "PAGA Released Claims"). The Class Released Claims and PAGA Released Claims are collectively referred to herein as the "Released Claims".

"Released Parties" means Defendants Centerra Integrated Fleet Services, LLC, Constellis Holdings, LLC, and Centerra Group, LLC, and each of their past, present, and future respective subsidiaries, dba's, affiliates, parents

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(including, without limitation, Constellis, Inc.), insurers and reinsurers, and company-sponsored employee benefit plans of any nature and their successors and predecessors in interest, including all of their officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, attorneys, administrators, fiduciaries, trustees, and agents.

Option 2 – *Opt Out of the Settlement*

If you do not wish to receive your Individual Settlement Payment or release the Class Released Claims, you may exclude yourself by submitting a written request to be excluded from the Class. Your written request must expressly and clearly indicate that you do not want to participate in the Settlement, and you desire to be excluded from the Settlement. The written request for exclusion must include your name, Social Security Number, and the following statement or any statement standing for the proposition that you seek to be excluded from the Settlement Class: " Please exclude me from the Settlement Class in the *Lamas v. Centerra Group, LLC, et al.* matter. I understand that by requesting exclusion, I will not participate in the class settlement and will not receive any money from the class settlement." or any statement of similar meaning standing for the proposition that you do not wish to participate in the Settlement. Sign, date, and mail your written request for exclusion by U.S. First-Class Mail to the address below.

_____Settlement Administrators
[Add Mailing Address]

Your written request for exclusion must be mailed to the Administrator and postmarked not later than [RESPONSE DEADLINE].

The proposed settlement includes the settlement of the PAGA Released Claims. An employee may not request exclusion from the settlement of a PAGA claim. Thus, if the court approves the settlement, then even if you request exclusion from the Class Settlement, if you are an Aggrieved Employee, you will still receive your Individual PAGA Payment and will be deemed to have released the PAGA Released Claims. A request for exclusion will preserve your right, if any, to individually pursue only the Class Released Claims.

Option 3 – *Submit an Objection to the Settlement*

If you wish to object to the Settlement, you may submit an objection in writing stating why you object to the Settlement. Your written objection must provide your name, address, the last four digits of your Social Security Number, signature, and a statement of the reason(s) why you believe that the Court should not approve the Settlement. Your written objection must be mailed the Administrator and postmarked no later than [RESPONSE DEADLINE]. You need not object in writing to be heard at the Final Approval Hearing; you may object or comment in person at the hearing at your own expense. Please note that you cannot both object to the Settlement and opt out of the Settlement. If you exclude yourself, then your objection will be overruled. If the Court overrules your objection, you will be bound by the Settlement and will receive your Settlement Share.

Final Approval Hearing

You may, if you wish, also appear at the Final Approval Hearing set for _____ at _____ __.m. in the Sacramento County Superior Court, located at 720 9th Street, Sacramento, CA 95814, in Department ___, and orally object to the Settlement, discuss your written objections with the Court and the Parties, or otherwise comment on the Settlement at your own expense. If you desire to appear remotely, you can join via the Department's Zoom link at: https://saccourt-ca-gov.zoomgov.com/my/sscdept22, or phone number: (833) 568-8864 / ID: 16184738886. You may also retain an attorney to represent you at the Hearing at your own expense.

Additional Information

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This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may call the Settlement Administrator at [PHONE NUMBER]. You may also choose to contact Class Counsel or Defendant's Counsel, whose information appears below:

CLASS COUNSEL

SCHNEIDER WALLACE COTTRELL KONECKY LLP
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You may also visit the Settlement Administrator's website at [WEBSITE] to gain access to key documents in this case, including the Settlement Agreement, the Order Granting Preliminary Approval of this Settlement, the Order Granting Final Approval of this Settlement, and the Final Judgment.

You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at the Sacramento County Superior Court, 720 9th Street, Sacramento, CA 95814, during regular business hours of each court day. You may also obtain these documents through the Court's website at https://services.saccourt.ca.gov/PublicCaseAccess/.

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to Class Counsel or the Settlement Administrator, **and not Defendants' Counsel**.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE WITH INQUIRIES.

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EXHIBIT B

Billing Summary for Lamas, Ramiro v. Centerra Group, LLC - (PAGA)						
Classification	**Timekeeper**	**Title**	**License Date**	**Hourly Rate ($)**	**Hours**	**Amount ($)**
Partners	Ori Edelstein (OXE)	Partner	12/01/2009	1200	2.50	3000.00
Of Counsel / Associates	Elizabeth "Beth" Christopher (EAC)	Sr. Associate	10/25/2006	985	0.40	394.00
Of Counsel / Associates	Philippe Gaudard (PMG)	Associate	06/01/2020	800	45.40	36320.00
Other Lawyers	Christine Krawietz (CEK)	Brief Writer	05/04/2018	850	4.10	3485.00
Paralegals / Law Clerks	Alice Ilie (AJI)	Paralegal		500	0.10	50.00
Paralegals / Law Clerks	Collin Hoover (CEH)	Paralegal		500	8.20	4100.00
Paralegals / Law Clerks	Eugene Huffman (ENH)	Paralegal		500	3.30	1650.00
Paralegals / Law Clerks	Karina Garcia-Guillen (KGG)	Paralegal		500	20.10	10050.00
Paralegals / Law Clerks	Lonnie Christopher (LRC)	Docketing Specialist		325	2.40	780.00
Paralegals / Law Clerks	Maria Viramontes (MIV)	Paralegal		435	0.20	87.00
Paralegals / Law Clerks	Michael Garcia (MEG)	Docketing Specialist		360	1.10	396.00
Paralegals / Law Clerks	Michaela Stewart (MLS)	Docketing Specialist		360	7.00	2520.00
Paralegals / Law Clerks	Tyler Smith (TBS)	Office Manager/Paralegal		550	0.70	385.00
Clerical Staff	Caroline Dean (CJD)	Accounting Specialist		250	0.50	125.00
Clerical Staff	Gwendolyn Krause (GAK)	Senior Staff Accountant		300	0.10	30.00
					96.10	**63372.00**

Billing Summary for Lamas, Ramiro v. Centerra Group, LLC - (Class)						
Classification	**Timekeeper**	**Title**	**License Date**	**Hourly Rate ($)**	**Hours**	**Amount ($)**
Partners	Carolyn Cottrell (CMH)	Partner	12/13/1993	1350	0.50	675.00
Partners	Ori Edelstein (OXE)	Partner	12/01/2009	1200	14.70	17640.00
Of Counsel / Associates	Philippe Gaudard (PMG)	Associate	06/01/2020	800	98.30	78640.00
Of Counsel / Associates	Rana Robinson (RDR)	Staff Attorney	10/30/2020	680	69.70	47396.00
Of Counsel / Associates	Sergio Salazar (SLS)	Staff Attorney	04/16/2021	775	0.50	387.50
Other Lawyers	Christine Krawietz (CEK)	Brief Writer	05/04/2018	850	8.80	7480.00
Paralegals / Law Clerks	Alma Suarez (ARS)	Paralegal		500	0.80	400.00
Paralegals / Law Clerks	Bradley Kopp (BJK)	Paralegal		450	41.80	18810.00
Paralegals / Law Clerks	Collin Hoover (CEH)	Paralegal		500	17.10	8550.00
Paralegals / Law Clerks	Edwin Amaya (EAA)	Case Assistant		275	0.20	55.00
Paralegals / Law Clerks	Eugene Huffman (ENH)	Paralegal		500	16.90	8450.00
Paralegals / Law Clerks	Karina Garcia-Guillen (KGG)	Paralegal		500	9.60	4800.00
Paralegals / Law Clerks	Kelle Winter (KJW)	Office Manager/Paralegal		550	0.20	110.00
Paralegals / Law Clerks	Lonnie Christopher (LRC)	Docketing Specialist		325	8.20	2665.00
Paralegals / Law Clerks	Lourdes Castro (LEC)	Jr. Paralegal		500	0.80	400.00
Paralegals / Law Clerks	Maria Alvarez (MTA)	Legal Assistant		385	3.00	1155.00
Paralegals / Law Clerks	Maria Viramontes (MIV)	Paralegal		435	0.30	130.50
Paralegals / Law Clerks	Martha Lara (MLL)	Paralegal		450	0.20	90.00
Paralegals / Law Clerks	Michael Garcia (MEG)	Docketing Specialist		360	1.80	648.00
Paralegals / Law Clerks	Michaela Stewart (MLS)	Docketing Specialist		360	4.20	1512.00
Paralegals / Law Clerks	Sarah Price (SQP)	Case Manager		550	0.40	220.00
Paralegals / Law Clerks	Thomas Barnett (TRB)	Outreach Supervisor		400	0.40	160.00
Paralegals / Law Clerks	Tracey McClain (TLM)	Intake Manager		470	1.20	564.00
Paralegals / Law Clerks	Tyler Smith (TBS)	Office Manager/Paralegal		550	1.90	1045.00
Clerical Staff	Caroline Dean (CJD)	Accounting Specialist		250	0.50	125.00
Clerical Staff	Gwendolyn Krause (GAK)	Senior Staff Accountant		300	0.10	30.00
					302.10	**202138.00**

EXHIBIT C

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CASE COSTS

105711 - Lamas, Ramiro v. Centerra Group
106316 - Lamas, R v Centerra Group (PAGA)
Date: 09/11/25

DATE	VENDOR	DESCRIPTION		AMOUNT
04/11/2023	Command Investigations	Ramiro Lamas v Centerra Group - Investigation - Ramiro Lamas	$	287.50
04/11/2023	Command Investigations	Investigation - Selin Daboub	$	287.50
04/20/2023	USDC California	Lamas, Ramiro v. Centerra Group - Class/Collective Complaint Filed	$	402.00
04/25/2023	One Legal LLC (Info Track)	Service on a Registered Agent - Complaint, Civil Case Cover Sheet, Summons, Certifcati	$	40.00
04/25/2023	One Legal LLC (Info Track)	Service on a Registered Agent - Complaint, Civil Case Cover Sheet, Summons, Certifcati	$	40.00
05/15/2023	One Legal LLC (Info Track)	Court Filing - Complaint, Civil Case Cover Sheet, Summons	$	1,560.00
05/31/2023	RELX Inc DBA LexisNexis	Document Retrieval - Period: 05/01/23 - 05/31/23	$	77.02
09/05/2023	Jeffrey A. Ross	12/19/23 Mediation - Plaintiff's Share	$	3,125.00
03/31/2024	RELX Inc DBA LexisNexis	Document Retrieval - Period: 03/01/24- 03/31/24	$	32.15
04/30/2024	RELX Inc DBA LexisNexis	Document Retrieval - Period: 04/01/24- 04/30/24	$	7.97
02/28/2025	RELX Inc DBA LexisNexis	Lexis-Nexis Document Retrieval - Period: 02/01/2025 - 02/28/2025	$	13.74
02/28/2025	West Payment Center (4005)	Thomson Reuters - Research 02/01/25 - 02/28/25	$	6.67
03/03/2025	One Legal LLC (Info Track)	Motion for Leave,Proposed Order,Proof of Service (not Summons and Complaint) - Supe	$	88.45
03/04/2025	One Legal LLC (Info Track)	Motion for Preliminary Approval of Settlement,Memorandum of Points & Authorities, Decl	$	88.45
03/31/2025	RELX Inc DBA LexisNexis	Lexis-Nexis Document Retrieval - Period: 03/01/25 - 03/31/25	$	3.36
04/30/2025	RELX Inc DBA LexisNexis	Lexis-Nexis Document Retrieval - Period: 04/01/25 - 04/30/25	$	2.87
05/31/2025	RELX Inc DBA LexisNexis	Lexis-Nexis Document Retrieval - Period: 05/01/25 - 05/31/25	$	3.80
08/31/2025	SWCK	CA - Reclass Postage to Case Costs (2021-Present)	$	1.28
08/31/2025	SWCK	Copies and Printing from Shared Printing (2021-Present)	$	8.25
		TOTAL 105711 - Lamas, Ramiro v. Centerra Group	**$**	**6,076.01**
07/19/2023	One Legal LLC (Info Track)	eServe - Notice and Acknowledgment of Receipt - Civil	$	71.00
09/05/2023	Jeffrey A. Ross	12/19/23 Mediation - Plaintiff's Share	$	3,125.00
01/11/2024	One Legal LLC (Info Track)	Court Filing Fees - Case Management Statement, Proof of Service	$	94.00
02/29/2024	RELX Inc DBA LexisNexis	Document Retrieval - Period: 02/01/24- 02/29/24	$	10.49
03/31/2024	RELX Inc DBA LexisNexis	Document Retrieval - Period: 03/01/24- 03/31/24	$	9.84
04/30/2024	RELX Inc DBA LexisNexis	Document Retrieval - Period: 04/01/24- 04/30/24	$	17.62
05/31/2024	RELX Inc DBA LexisNexis	Document Retrieval - Period: 05/01/24- 05/31/24	$	18.41
06/30/2024	RELX Inc DBA LexisNexis	Document Retrieval - Period: 06/01/24- 06/30/24	$	7.04
07/31/2024	RELX Inc DBA LexisNexis	Document Retrieval - Period: 07/01/24- 07/31/24	$	30.18
08/31/2024	RELX Inc DBA LexisNexis	Document Retrieval - Period: 08/01/24- 08/31/24	$	23.35
09/30/2024	RELX Inc DBA LexisNexis	Document Retrieval - Period: 09/01/24- 09/30/24	$	19.61
10/31/2024	RELX Inc DBA LexisNexis	Lexis-Nexis Document Retrieval - Period: 10/01/24 - 10/31/24	$	27.94
11/22/2024	One Legal LLC (Info Track)	Case Management Statement, Sup Court of CA, Sacramento County	$	18.45
11/30/2024	RELX Inc DBA LexisNexis	Lexis-Nexis Document Retrieval - Period: 11/01/24 - 11/30/24	$	37.16
12/04/2024	One Legal LLC (Info Track)	Notice of Remote Appearance - Court Superior Court of California, Sacramento County	$	18.45
12/31/2024	Pacer	Pacer -Document Retrieval - QTR 4 2024	$	0.80
12/31/2024	RELX Inc DBA LexisNexis	Lexis-Nexis Document Retrieval - Period: 12/01/24 - 12/31/24	$	33.19
01/24/2025	One Legal LLC (Info Track)	Case Management Statement - Superior Court of California, Sacramento County	$	20.45

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DATE	VENDOR	DESCRIPTION	AMOUNT
01/31/2025	RELX Inc DBA LexisNexis	Lexis-Nexis Document Retrieval - Period: 01/01/2025 - 01/31/2025	$ 18.27
02/28/2025	RELX Inc DBA LexisNexis	Lexis-Nexis Document Retrieval - Period: 02/01/2025 - 02/28/2025	$ 13.74
03/12/2025	One Legal LLC (Info Track)	Joint Case Management Statement - Superior Court of California, Sacramento County	$ 23.45
03/31/2025	RELX Inc DBA LexisNexis	Lexis-Nexis Document Retrieval - Period: 03/01/25 - 03/31/25	$ 13.43
04/24/2025	One Legal LLC (Info Track)	Stipulation and Order,Proof of Service (not Summons and Complaint) - Superior Court c	$ 41.45
04/25/2025	One Legal LLC (Info Track)	Supplemental Declaration,Supplemental Declaration - Superior Court of California, Sacr	$ 20.45
04/30/2025	RELX Inc DBA LexisNexis	Lexis-Nexis Document Retrieval - Period: 04/01/25 - 04/30/25	$ 14.33
05/02/2025	One Legal LLC (Info Track)	Amended Complaint - Superior Court of California, Sacramento County	$ 26.45
05/02/2025	One Legal LLC (Info Track)	Joint Case Management Statement - Superior Court of California, Sacramento County	$ 26.45
05/31/2025	RELX Inc DBA LexisNexis	Lexis-Nexis Document Retrieval - Period: 05/01/25 - 05/31/25	$ 14.42
08/31/2025	SWCK	Copies and Printing from Shared Printing (2021-Present)	$ 8.00
		TOTAL 106316 - Lamas, R v Centerra Group (PAGA)	**$ 3,803.42**
		GRAND TOTAL	**$ 9,879.43**