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

RONALD FIGUEROA, as an individual
and on behalf of all others similarly
situated,

Plaintiff,

vs.

SOLAR TURBINES INCORPORATED, a
Delaware corporation; and DOES 1
through 100,

Defendants.

CASE NO. 37-2023-00016512-CU-OE-CTL

*[Case assigned for all purposes to the Hon.
Gregory W. Pollack, Department C-71]*

**DECLARATION OF ANDREW J.
ROWBOTHAM IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS AND PAGA ACTION
SETTLEMENT**

Date: January 24, 2025

Time: 9:30 a.m.

Dept.: C-71

Action Filed: April 20, 2023

Trial Date: None Set

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I, Andrew J. Rowbotham, declare as follows:

1. I am a Partner at the Haines Law Group, APC, and counsel for named Plaintiff Ronald Figueroa (“Plaintiff”) in the above-captioned matter. I am a member in good standing of the bar of the State of California and am admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I am a 2014 graduate of Pepperdine University School of Law and was admitted to the California State Bar in December 2014. Since that time, I have practiced exclusively in the area of plaintiff's employment litigation. From October 2014 to May 2015, I worked as an associate at the Mesriani Law Group, an employment law firm in Santa Monica, California. The vast majority of my work focused on representing employees in wage and hour and wrongful termination actions. Although non-exhaustive, the type of work I performed included: conducting client intakes; performing pre-filing research and analysis; drafting complaints and letters to the Labor & Workforce Development Agency; attending court hearings; corresponding with opposing counsel; drafting and responding to written discovery; analyzing payroll and timekeeping records and employee handbooks; drafting complaints and mediation briefs; attending mediations; and drafting long-form settlement agreements.

3. Since April 2016, I have worked at my current firm, Haines Law Group, APC. I am currently involved with approximately fifty (50) active wage and hour class actions, including a number of “hybrid” actions asserting nationwide wage and hour claims under the Fair Labor Standards Act, as well as California-specific claims under Rule 23 of the Federal Rules of Civil Procedure.

4. The following is a non-exhaustive list of wage and hour class actions (which have been granted final approval) in which I have been named as Class Counsel:

- *Rodriguez v. Spartan, Inc.*, Case No. BCV-15-100007-DRL, California Superior Court, County of Kern, Honorable David R. Lampe, presiding;

- *Tapper v. Squad Security CA, Inc.*, Case No. BC607241, California Superior Court, County of Los Angeles, Honorable John Shepard Wiley Jr., presiding;
- *Nieves v. Ta Chen International, Inc.*, Case No. BC609005, California Superior Court, County of Los Angeles, Honorable Kenneth R. Freeman, presiding;
- *Mansilla v. Haeco Americas Line Services, LLC*, Case No. BC615310, California Superior Court, County of Los Angeles, Honorable Elihu M. Berle, presiding;
- *Rodriguez v. Mersen USA Oxnard-CA Inc.*, Case No. 56-2015-00471031-CU-OE-VTA, California Superior Court County of Ventura, Honorable Kent M. Kellegrew, presiding;
- *Khosravi v. Enterprise Rent-A-Car Company of Los Angeles, LLC*, Case No. 30-2016-00829923-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Thierry Patrick Colaw presiding;
- *De Loera v. Pharmaceutic Litho & Label Company, Inc.*, Case No. 56-2016-00479931-CU-OE-VTA, Superior Court of California, County of Ventura, Honorable Kent M. Kellegrew presiding;
- *Ortiz v. Endologix, Inc.* Case No. 30-2016-00873893-CU-OE-CXC, Superior Court of California, County of Orange, Honorable William D. Claster presiding;
- *Delgado v. Pacific Coast Cabling, Inc.*, Case No. BC600419, Superior Court of California, County of Los Angeles, Honorable Carolyn B. Kuhl presiding;
- *Valsabel v. Vintage Tile & Stone, Inc.*, Case No. 30-2016-00848602-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Randall J. Sherman presiding;
- *Ramos v. Da/Pro Rubber, Inc.*, Case No. BC621297, Superior Court of California, County of Los Angeles, Honorable William F. Highberger presiding;
- *Lopez v. Bornt & Sons, Inc.*, Case No. ECU09820, Superior Court of California, County of Imperial, Honorable Jeffrey B. Jones presiding;

- *Ruvalcaba Quiroz v. Circle M Contractors, Inc.*, Case No. 30-2016-00885065-CU-OE-CXC, Superior Court of California, County of Orange, Honorable William D. Claster presiding;
- *Armenta, et al., v. California Friends Homes d/b/a Quaker Gardens*, Case No. 30-2016-00883282-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Randall J. Sherman presiding;
- *Ayala, et al., v. Dearden's*, Case No. BC679750, Superior Court of California, County of Los Angeles, Honorable Elihu M. Berle presiding;
- *Becerra v. All Valley Washer Service, Inc.*, Case No. BC663448, Superior Court of California, County of Los Angeles, Honorable Amy D. Hogue presiding;
- *Song, et al. v. Blendtec, Inc.*, Case No. STK-CV-VOE-2016-6272, Superior Court of California, County of San Joaquin, Honorable Roger Ross presiding;
- *Zinnerman v. Tumbleweed Educational Enterprises, Inc.*, Case No. BC673708, Superior Court of California, County of Los Angeles, Honorable Maren E. Nelson presiding;
- *Chairez v. B.E. McCarty, Inc.*, Case No. 56-2017-00503353-CU-OE-VTA, Superior Court of California, County of Ventura, Honorable Vincent O'Neill presiding;
- *Garcia, et al. v. Simplified Labor Staffing Solutions, Inc.*, Case No. BC696898, Los Angeles County Superior Court, Honorable Elihu M. Berle, presiding (approving an hourly rate of \$400 for work performed in 2018 and 2019);
- *Delgado v. Spears Manufacturing Co.*, Case No. BC709665, Los Angeles County Superior Court, Honorable Maren E. Nelson, presiding (approving an hourly rate of \$425 for work performed in 2018, 2019, and 2020);
- *Soto v. L I Metal Systems*, Case No. 37-2017-00009607-CU-OE-CTL, San Diego County Superior Court, Honorable Timothy Taylor, presiding (approving an hourly rate of \$425 for work performed from 2017-2020);

- *Fishback v. Paragon Framing, Inc.*, Case No. CIVDS1906610, San Bernardino County Superior Court, Honorable David Cohn, presiding (approving an hourly rate of \$425 for work performed in 2019 and 2020);
- *Fishback v. J.D. Miller Construction Inc.*, Case No. CIVDS1906611, San Bernardino County Superior Court, Honorable David Cohn, presiding (approving an hourly rate of \$425 for work performed from 2019-2021);
- *Teeba v. Brill, Inc.*, Case No. CIVDS1923242, San Bernardino County Superior Court, Honorable David Cohn, presiding (approving an hourly rate of \$425 for work performed from 2019-2021);
- *Gonzalez v. Precision Hospitality & Development, LLC*, Case No. 30-2020-01127597-CU-OE-CXC, Orange County Superior Court, Honorable Randall J. Sherman, presiding (approving an hourly rate of \$450 for work performed in 2020 and 2021);
- *Vides v. Celoseal Roofing, Inc.*, Case No. 30-2020-01162478-CU-OE-CXC, Orange County Superior Court, Honorable Randall J. Sherman, presiding (approving an hourly rate of \$475 for work performed from 2020-2022);
- *Qawas v. Socal Framing, Inc.*, Case No. RIC1902588, Riverside County Superior Court, Honorable Sunshine S. Sykes, presiding (approving an hourly rate of \$475 for work performed from 2019-2022);
- *Nelson v. Santini Foods, Inc.*, Case No. RG21090890, Alameda County Superior Court, Honorable Evelio Grillo, presiding (approving an hourly rate of \$475 for work performed in 2021 and 2022);
- *Zuniga v. Sonar Inc.*, Case No. 30-2019-01117310-CU-OE-CXC, Orange County Superior Court, Honorable Peter Wilson, presiding (approving an hourly rate of \$575 for work performed from 2019-2023); and
- *Gonzalez v. Guardian Industries LLC*, Case No. 19CECG02134, Fresno County Superior Court, Honorable Jonathan M. Skiles, presiding (approving an hourly rate of \$575 for work performed from 2019-2023).

1 • *Sanchez v. Dutton Home Services, LLC*, Case No. 22STCV01834, Los Angeles
2 County Superior Court, Honorable Maren E. Nelson, presiding (approving an hourly
3 rate of \$575 for work performed from 2022-2023).

4 • *Ramirez v. Wyndham Vacation Ownership, Inc.*, Case No. 20CV01715, Santa Barbara
5 County Superior Court, Honorable James F. Rigali, presiding (approving an hourly
6 rate of \$650 for work performed from 2020-2024).

7 5. I have also been named as Class Counsel for the certified class following a
8 contested class certification motion in the following case:

9 • *Staublein v. Wells Fargo Bank, National Association*, Case No. CIVDS1712267, San
10 Bernardino Superior Court, Honorable David Cohn presiding (certifying a wage
11 statement class).

12 6. In March 2023, I served as trial counsel for the plaintiff and the aggrieved
13 employees in the matter of *Abraham Taduran v. James R. Glidewell, Dental Ceramics, Inc. dba*
14 *Glidewell Laboratories*, Case No. 30-2017-00934037-CU-OE-CXC, Orange County Superior
15 Court, Honorable William Claster presiding, which was a case brought under the Private
16 Attorneys General Act, Labor Code §§ 2698 *et seq.*, that resulted in a six-figure verdict in favor
17 of the aggrieved employees.

18 7. In addition to the above cases, I also play a significant role in many of my firm's
19 current wage and hour class actions. The scope of my involvement includes but is not limited to:
20 corresponding with opposing counsel; attending court hearings; drafting and responding to
21 written discovery; preparing for and defending depositions; negotiating and drafting long-form
22 settlement agreements; attending mediations; and drafting motions for preliminary and final
23 approval.

24 8. Between 2020 and 2025, Thomson Reuters recognized me as a Top Young
25 Attorney in Southern California in the annual Rising Stars Edition of Super Lawyer. This is an
26 honor awarded to no more than two-and-a-half percent of attorneys under the age of forty in
27 Southern California each year.

1 9. As counsel for Plaintiff, I have been closely involved in all aspects of this litigation
2 since its inception. I played an integral part in the negotiation and resolution of the claims at issue
3 in this lawsuit. I believe this Settlement is a reasonable compromise of said claims and now apply
4 for approval of the Settlement with this Court. The The Joint Stipulation of Class Action and
5 Private Attorney General Act Settlement and Release (“Settlement Agreement”) is attached
6 hereto as **Exhibit 1**. The Notice of Proposed Class Action Settlement (“Class Notice”) is attached
7 as **Exhibit A** to the Settlement Agreement. Plaintiff’s LWDA letter dated April 20, 2023 is
8 attached hereto as **Exhibit 2**.

9 10. Solar Turbines Incorporated (“Defendant”) designs and manufactures industrial
10 gas turbines for onshore and offshore electrical power generation. Defendant’s union employees
11 are members of the International Association of Machinists and Aerospace Workers. Plaintiff was
12 employed by Defendant as a non-union “Welder” off and on beginning in approximately 2014.
13 Plaintiff was most recently rehired on August 7, 2017, and his last day of work was approximately
14 January 18, 2023. Like all Settlement Class members, Plaintiff was subject to Defendant’s wage
15 and hour policies and practices.

16 11. On April 20, 2023, Plaintiff filed the initial Complaint in this action, alleging
17 Defendant: (i) failed to pay all overtime wages; (ii) failed to pay all minimum wages; (iii) failed
18 to provide all meal periods; (iv) failed to issue accurate, itemized wage statements; (v) failed to
19 pay all wages owed upon separation of employment; and (vi) violated California’s Unfair
20 Competition law. On June 27, 2023, Plaintiff filed the operative First Amended Complaint,
21 adding a cause of action for civil penalties under PAGA.

22 12. Prior to engaging in protracted formal discovery, the Parties agreed to an informal
23 exchange of documents and data in advance of private mediation with Tripper Ortman, Esq., a
24 respected wage and hour class action mediator. On March 15, 2024, with the help of a mediator’s
25 proposal from Mr. Ortman, the Parties were able to reach a class-wide resolution of all claims.
26 Over the following months, the Parties finalized and executed the long-form Settlement
27 Agreement that is now before this Court for preliminary approval.
28

Unpaid Wages – Rounding

13. Plaintiff asserts that, throughout the Class Period, Defendant maintained an unlawful rounding practice that resulted in Defendant systematically underpaying Plaintiff and other Settlement Class Members' earned wages. Specifically, Plaintiff claims that Defendant recorded Plaintiff and other Settlement Class Members' timeclock punches to the minute, but modified Plaintiff and other Settlement Class Members' timekeeping entries to conform to their scheduled shift time (or even 6 minutes after their scheduled time if the employee was late), not the actual time employees began working. Plaintiff asserts that this rounding practice was consistently applied in an uneven manner to the employees' detriment and resulted in unpaid wages. Plaintiff's expert reviewed the timekeeping and payroll data and determined the Class Members were underpaid an aggregate amount of \$1,823,029 due to Defendant's non-neutral rounding practice. Plaintiff discounted the maximum exposure by 75% for the risk of non-certification and 25% for the risk of being unsuccessful on the merits, to arrive at an estimated exposure of \$341,818.

14. In response, Defendant contends that its timekeeping and rounding practices are neutral and operate in an even-handed way, which Defendant asserts is lawful under the ruling in *See's Candy Shops, Inc. v. Superior Court* (2012) 210 Cal.App.4th 889. Further, Defendant argues that it maintains explicit policies that prohibit its employees from working outside of their scheduled hours without prior authorization, and that its records would reflect adherence to that policy. As a result, Defendant contends this claim is unmanageable, as it requires individualized inquiries into each employee's payroll records to determine whether the application of its rounding policy was facially neutral. Each of these inquiries would result in an unmanageable series of mini-trials. Additionally, Defendant argues that this claim (as it relates to overtime violations) on behalf of union employees is completely preempted due to the applicable CBA and Labor Code § 514 (certain overtime provisions "do not apply to an employee covered by a valid collective bargaining agreement if the agreement expressly provides for the [1] wages, [2] hours of work, and [3] working conditions of the employees, and if the agreement provides [4] premium

wage rates for all overtime hours worked and a [5] regular hourly rate of pay for those employees of not less than 30 percent more than the state minimum wage.” (numbering not in original)).

Meal Period Violations

15. Plaintiff asserts that Defendant is also liable for meal period premium wages due to its failure to provide uninterrupted, 30-minute meal periods commencing before the end of the fifth hour of work. Plaintiff also alleges Defendant failed to provide second meal periods on shifts over 10.0 hours. Plaintiff asserts that Defendant only required Settlement Class Members to record their start and end times for each workday. Defendant would then automatically insert meal period punches at pre-scheduled times to account for a meal period, whether one was actually provided at the scheduled time or not. Plaintiff asserts that Defendant’s automatic 30-minute meal deduction also provided a guise for Defendant’s regular failure to provide a net 30-minutes of uninterrupted rest during meal breaks – as employees were required to be back from their meal exactly 30 minutes after it commenced however it took multiple minutes to reach and return from the rest areas. Based on Plaintiff’s expert’s analysis of Defendant’s records, and giving credit for meal period premiums already paid, Plaintiff calculated Defendant’s potential exposure for meal periods at \$16,301,554 (422,402 union meal violations x \$34.18 union rate of pay + 45,930 non-union meal violations x \$40.73 non-union rate of pay - \$6,875 meal premiums). Plaintiff discounted Defendant’s maximum exposure by 85% for the risk of non-certification and 50% for the risk of being unsuccessful on the merits or obtaining reduced damages, to arrive at an estimated exposure of \$1,222,617.

16. Defendant argues it maintains a legally-compliant written meal period policy, that it has always provided meal periods consistent with that policy, and that it is only required to “provide” the opportunity to take meal periods, not “ensure” meal periods are taken. Defendant further maintains that any meal period violations reflected in timekeeping records were the result of employee choice, not Defendant’s policies, thereby precluding liability. Defendant further contends that employees validly waived second meal periods on shifts over 10 hours. Defendant also argues individualized inquiries will be required to determine why meal periods are late, short, or missed, whether there was a valid waiver, and whether a premium was paid on each such shift,

1 thereby precluding class certification of this claim. Additionally, as to union employees,
2 Defendant argues that the applicable CBA included a clear and unmistakable waiver of Labor
3 Code § 512's meal period protections, thereby precluding liability for this claim.

4 **Regular Rate Miscalculation – Sick Pay**

5 17. Plaintiff asserts that Defendant paid Class Members non-discretionary shift
6 differentials for working the second and third shift as well as weekly "recognition bonuses" for
7 working 7 days a week, but failed to correctly include the value of this pay when calculating the
8 employees' respective regular rates of pay for sick pay purposes. Plaintiff contends that this claim
9 acts as a catalyst for waiting time penalties.

10 18. Defendant contends that this additional compensation was completely
11 discretionary and based on various and changing criteria. As a result, Defendant asserts that this
12 claim is unmanageable, as it requires individualized inquiries into each payment to determine the
13 terms by which each bonus could be earned, whether each employee met those terms, whether
14 the communication of the bonus to employees meets the criteria necessary for a non-discretionary
15 payment, and whether there was actually any underpayment of sick pay on any given week due
16 to the bonus. Each of these steps would result in an unmanageable series of mini-trials.
17 Additionally, even if sick wages were underpaid, Defendant argues that Labor Code
18 § 246(l)(1) does not include a standalone cause of action.

19 **Wage Statement Penalties, Waiting Time Penalties, and PAGA Penalties**

20 19. As a result of these alleged substantive violations, Plaintiff contends that
21 Defendant is liable for derivate wage statement violations, waiting time penalties and civil
22 penalties under the PAGA. Additionally, due to the extreme heat experienced inside Defendant's
23 warehouse where Plaintiff and other non-exempt employees worked, Defendant is also liable for
24 civil penalties due to its failure to provide reasonably comfortable temperatures in work areas
25 consistent with industry-wide standards for the nature of the work performed. Defendant argues
26 that the alleged wage statement violations were not "knowing and intentional," and that Plaintiff
27 could not show he "suffer[ed] injury," as required by Labor Code § 226(e) for imposition of
28 penalties. Defendant further contends that it possesses strong, good faith defense to Plaintiff's

underlying claims, thus precluding recovery of waiting time penalties (which are only available for the “willful” failure to pay wages). Defendant also maintains that, given its good-faith defenses, this Court would exercise its discretion to substantially reduce any PAGA penalties if it were to find Defendant liable for any of Plaintiff’s underlying claims.

20. Based on the data provided by Defendant for mediation, 1,667 employees received 80,741 wage statements during the 1-year time period associated with wage statement penalties. Plaintiff therefore calculated Defendant’s maximum wage statement exposure at \$6,668,000 (1,667 employees x \$4,000 maximum penalty per employee). Plaintiff discounted the value of this claim by 75% for the risk of non-certification of the underlying claims and discounted 50% for a risk of being unsuccessful on the merits, for an estimated exposure of \$833,500.

21. Based on the data provided by Defendant for mediation, 243 employees separated their employment with Defendant during the 3-year time period associated with waiting time penalties. Plaintiff therefore calculated Defendant’s maximum waiting time penalty exposure at \$2,183,541 (122 former union employees x \$34.18 average union hourly rate x 8 hours per day x 30 days + 121 former non-union employees x \$40.73 average non-union hourly rate x 8 hours x 30 days). Plaintiff discounted the value of this claim by 75% for the risk of non-certification of the underlying claims, and 50% for a risk of being unsuccessful on the merits (including a failure to establish wilfulness), for an estimated recovery on this claim of \$272,943.

22. Assuming that Plaintiff could prove at least one underlying Labor Code violation in each pay period within the PAGA Period, Plaintiff calculates Defendant’s maximum PAGA exposure at \$8,047,100 (80,741 pay periods at \$100 per violation). Plaintiff discounted the maximum figure by 85% for the risk of the scope of the PAGA claim being narrowed due to manageability concerns of the underlying claims and an additional 50% to account for the likelihood of this Court reducing penalties, to arrive at an estimated exposure of \$605,558.

23. Using these estimated figures for each of the claims described above, Plaintiff predicts that a projected potential recovery for the Settlement Class would be approximately \$3,276,435. The Maximum Settlement Amount of \$2,800,000 represents approximately 85.46%

1 of Plaintiff's projected potential recovery, while avoiding the further expense and risk of
2 proceeding towards class certification and trial.

3 24. In connection with mediation, Defendant provided Plaintiff with an approximate
4 25% sample of electronic timekeeping records and payroll records for both union and nonunion
5 employees who worked during the Class Period. In order to ensure a representative sampling of
6 the putative class, I instructed Defendant to create a spreadsheet listing each putative class
7 member along with their hire and termination date (if applicable). After sorting the list so that the
8 most tenured employee is first, I instructed Defendant to select every fourth individual until the
9 list was completed. This method ensures that the sampling has an equal representation of both
10 tenured and new hires throughout the putative class period. In addition to the timekeeping and
11 payroll records, Defendant also provided the relevant collective bargaining agreement
12 ("CBA") and various meal and rest period policies in effect. Plaintiff's counsel and his retained
13 expert, who has a Ph.D. in economics, then analyzed these records to construct a comprehensive
14 damages model to calculate the likely exposure that Defendant faced on each claim.

15 25. On March 15, 2024, the Parties participated in a mediation session with Tripper
16 Ortman, Esq. During mediation, the Parties exchanged divergent views on Defendant's liability
17 and exposure valuations, their legal positions, and the likelihood of certification of Plaintiff's
18 claims. With the help of Mr. Ortman, the Parties ultimately reached a class-wide resolution of all
19 claims which was then memorialized into the Settlement Agreement.

20 26. Plaintiff provided the LWDA with the Settlement Agreement along with all
21 moving papers associated with this Motion. A true and correct copy of the LWDA's Submission
22 Confirmation is attached hereto as **Exhibit 3**.

23 27. Defendant's records indicate that there are approximately 1,687 Settlement Class
24 members who worked during the Class Period. Based on the allocations of the Net Settlement
25 Amount, participating employees will receive, on average, a payment of approximately
26 \$1,011.96.

27 28. As part of the Settlement, Plaintiff will apply for a service payment at the time of
28 seeking final approval of the Settlement in the total amount of \$7,500.00 for his service to the

1 Settlement Class and his general release of all claims (known or unknown) against Defendant.
2 Plaintiff's requested service payment is intended to recognize the significant benefits conferred
3 upon the Settlement Class due to the time and effort that Plaintiff expended on behalf of the
4 Settlement Class. Some of the activities Plaintiff completed in order to help procure the
5 Settlement including providing factual information and documents to attorneys at my firm,
6 identifying potential witnesses, participating in multiple meetings with attorneys at my firm to
7 discuss the claims and theories at issue in the litigation, and making himself available the entire
8 day of mediation. Additionally, Plaintiff undertook significant risks by agreeing to serve as the
9 named plaintiff in this case (as potential employers can now search his name and determine he
10 has previously sued an employer), as well as the fact that Plaintiff agreed to a general release of
11 all claims subject to a waiver of California Civil Code § 1542.

12 29. My firm will also apply for an attorneys' fee award of \$933,333.33 (one-third of
13 the GSA), and up to \$60,000.00 in verified costs. My firm incurred substantial attorneys' fees
14 conducting pre-filing investigation, retaining an expert and analyzing Plaintiff's claims,
15 conducting legal research and analysis, reviewing documents and data produced by Defendant,
16 building a comprehensive damages model, preparing for and attending mediation, negotiating and
17 preparing the long-form Settlement Agreement, preparing this motion for preliminary approval,
18 and otherwise litigating the case. My firm will also expend future attorney time in attending the
19 hearing on this Motion, overseeing the Notice process, drafting the final approval motion and
20 supporting documents, and attending the final approval hearing, among other tasks.

21 30. Plaintiff proposes that the settlement be administered by Apex Class Action
22 Administration ("Apex"), an experienced class action settlement administrator. The Parties
23 propose posting the final judgment on the Settlement Administrator's website. The URL will be
24 included with Class Member's Individual Settlement Payments. I confirm that I am not affiliated
25 with the proposed settlement administrator, Apex Class Action Administration. I am also not
26 aware of any class, representative or other collective action pending in any other court that asserts
27 claims similar to those asserted in this action.
28

1 I declare under penalty of perjury under the laws of California and the United States that
2 the foregoing is true and correct. Executed on December 30, 2024, at El Segundo, California.

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EXHIBIT 1

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11 Attorneys for Defendant
12 SOLAR TURBINES INCORPORATED

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA
14 COUNTY OF SAN DIEGO
15

16 RONALD FIGUEROA, as an individual and on
17 behalf of all others similarly situated,

18 Plaintiff,

19 v.

20 SOLAR TURBINES INCORPORATED, a
21 Delaware corporation; and DOES 1 through 100,

22 Defendants..
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Case No. 37-2023-00016512-CU-OE-CTL

ASSIGNED FOR ALL PURPOSES TO
JUDGE Gregory W. Pollack, Dept. C-71

**JOINT STIPULATION OF CLASS
ACTION AND PRIVATE ATTORNEY
GENERAL ACT SETTLEMENT AND
RELEASE**

Trial Date: TBD
Complaint Filed: April 20, 2023

1 Subject to the approval of the Court, this Joint Stipulation of Class Action and Private Attorney
2 General Act (“PAGA”) Settlement and Release (“Settlement”) is made and entered into by and
3 between Plaintiff Ronald Figueroa. (“Plaintiff”), individually and as the representative of the
4 Participating Class Members, as defined below, on the one hand, and Defendant Solar Turbines
5 Incorporated (“Defendant”), on the other hand. The Class (as defined below) and Defendant are jointly
6 referred to herein as the “Settling Parties” and individually referred to herein as a “Settling Party.”

7 **DEFINITIONS**

8 In addition to the other terms defined elsewhere in this Settlement, the terms below have the
9 following meanings in this Settlement:

10 **I. DEFINITIONS**

11 **A.** “Action” means the case entitled Ronald Figueroa v. Solar Turbines Incorporated, San
12 Diego Superior Court Case Number 37-2023-00016512-CU-OE-CTL.

13 **B.** “Class Counsel” means Fletcher Schmidt and Andrew Rowbotham of the Haines Law
14 Group, APC.

15 **C.** “Class Counsel Fees and Expenses” means the total amount of attorneys’ fees,
16 litigation costs, and expenses awarded to Class Counsel by the Court to compensate Class Counsel for
17 their representation of the Class in the Action, including pre-filing investigation, filing of the Action,
18 all related litigation activities including discovery, mediation, the motion for class certification, this
19 Settlement, and all post-Settlement compliance procedures, including, but not limited to, any counsel
20 costs and fees association with any objections or appeals regarding the Settlement.

21 **D.** “Class” or “Class Member(s)” means all current and former non-exempt employees
22 of Defendant in California who worked during the Class Period.

23 **E.** “Class Period” means from February 3, 2022, through June 2, 2024.

24 **F.** “Class Representative Service Award” means the amount awarded by the Court to the
25 Class Representative pursuant to Section III (D).

26 **G.** “Class Representative” or “Plaintiff” means Ronald Figueroa.

27 **H.** “Class Workweeks” means the actual workweeks worked by Class Members during
28 the Class Period as determined by Defendant’s records.

1 **I.** “Court” means the Superior Court of California for the County of San Diego.

2 **J.** “Defendant’s Counsel” means Jody A. Landry of Littler Mendelson, PC.

3 **K.** “Effective Date” means the date by which all of the following have occurred: the
4 Court has finally approved the Settlement and entered Judgment thereon pursuant to California Rules
5 of Court 3.769(h); and the Judgment has become Final, as defined herein below.

6 **L.** “Final” means that the Settlement has been finally approved by the Court without
7 material modification and either: (i) if there are no objections, or if an objection(s) is made and
8 overruled, 61 days from the date the order for final approval is issued; or (ii) if objections are made,
9 and an appeal is filed, the day after the Judgment is affirmed or the appeal, review or writ is dismissed
10 or denied, and the Judgment is no longer subject to further judicial review.

11 **M.** “Final Approval Hearing” means the hearing to be conducted by the Court to
12 determine whether to finally approve and implement the terms of this Settlement.

13 **N.** “Judgment” means the judgment entered by the Court after it grants final approval of
14 this Settlement.

15 **O.** “Maximum Settlement Amount” means the maximum potential value of the
16 settlement which is Two Million Eight Hundred Thousand Dollars (\$2,800,000.00). The Maximum
17 Settlement Amount is the maximum amount Defendant can be required to pay under this Settlement,
18 including: (1) Payments to the Class Employees for their share of the Net Settlement Amount (defined
19 below); (2) Payments to the PAGA Employees of their share of the Net Settlement Amount designated
20 to settle PAGA claims; (3) Counsels’ Attorneys’ Fees; (4) Counsels’ Litigation Costs and Expenses;
21 (5) Settlement Administration Costs; (6) payment of a Service Award to Plaintiff; (7) the payment to
22 the LWDA of its share of Net Settlement Amount; and (8) employee side payroll taxes. Defendant
23 will pay the employer side of the payroll taxes separately.

24 **P.** “Net Settlement Amount” means the Maximum Settlement Amount *minus* the sum
25 of: (1) Counsels’ Fees; (2) Counsels’ Expenses (3) the Settlement Administration Costs; and (4)
26 Plaintiff’s Service Award for being the Class Representative. Out of the Net Settlement Amount,
27 \$100,000 is designated as the PAGA Payment, the LWDA will be paid 75% of the PAGA Payment
28 and the remaining 25% of the PAGA Payment (“PAGA Employee Fund”) will be paid to PAGA

Employees as set forth below. The remainder of the Net Settlement Amount (“Class Employee Fund”), will be paid to the Class Employees as outlined below.

Q. “Participating Class Member(s)” means Class Members who do not submit a timely and valid request to opt-out of the Settlement.

R. “Parties” means the Plaintiff and Defendant.

S. “PAGA Employees” means all current and former non-exempt employees of Defendant in California who worked during the PAGA Period.

T. “PAGA Period” is the time period April 20 2022, through June 2, 2024.

U. “PAGA Pay Periods” means the total number of pay periods actually worked by the PAGA Employee during the PAGA Period in California as determined by Defendant’s records.

V. “Preliminary Approval” means the Court’s order granting preliminary approval of the Settlement.

W. “Released Parties” means Solar Turbines Incorporated. as well as its parent, subsidiaries, assigns and other related organizations.

X. “Settlement Administrator” means the third-party administrator appointed by the Court to administer the settlement of this Action under the terms of this Settlement. Apex Class Action Administration shall serve as the Settlement Administrator, subject to the Court’s approval.

Y. “Settlement Administration Costs” means all fees and costs owed to the Settlement Administrator in connection with administering the settlement in this Action under the terms of this Settlement.

Z. “Settlement Share” means each Class Member’s pro rata share of the Net Settlement Amount which is determined by the process described in Section III(F).

II. RECITALS

A. On April 20, 2023, Plaintiff filed his class complaint commencing the Action in the Court, and submitted a letter to the Labor Workforce Development Agency (“LWDA”). Plaintiff filed a First Amended Complaint, adding a PAGA claim on June 27, 2023. The lawsuit raises claims for failure to pay the minimum wage, failure to pay overtime, failure to provide meal periods or pay a premium in lieu thereof, inaccurate wage statements, waiting time penalties, unfair competition and

1 penalties under PAGA for numerous alleged Labor Code violations.

2 **B.** On March 15, 2024, the Settling Parties attended mediation with Tripper Ortman, an
3 experienced wage and hour class action and PAGA mediator. However, upon conclusion of the
4 mediation the Settling Parties were unable to reach an agreement. After further lengthy negotiations,
5 the Settling Parties, through their counsel, recognized the burdens and risk of continuing with the
6 litigation, the Settling Parties reached an agreement to settle and resolve the Action and Released
7 Claims by way of a mediator's proposal on August 27, 2024.

8 **C.** The Settlement represents a compromise and settlement of highly disputed claims.
9 Nothing in the Settlement is intended, or may be construed, as an admission by Defendant that any of
10 the claims alleged in the Action have merit, or that Defendant bears any liability to the Class Members
11 on those claims, nor as an admission by the Class Members that Defendant's defenses in the Action
12 have merit.

13 Based on these Recitals, the Settling Parties hereby agree as follows.

14 **III. SETTLEMENT TERMS AND CONDITIONS**

15 **A. Maximum Settlement Amount.** In order to settle the Action and Released Claims,
16 Defendant agrees to pay the Maximum Settlement Amount of \$2,800,000.00. This Maximum
17 Settlement Amount is inclusive of all payments described in Section I(O). Under no circumstances
18 shall Defendant be required to pay more than the Maximum Settlement Amount, other than the amount
19 of employer-side payroll taxes owed on the wage portion of the Settlement Shares ("Employer
20 Taxes"). Defendant shall pay the Employer Taxes separately and in addition to the Maximum
21 Settlement Amount.

22 **B. Class Counsel Fees And Expenses.** Defendant and its counsel shall not oppose the
23 application to the Court for an attorney's fees award of up to \$933,333.33, which is one-third of the
24 Maximum Settlement Amount and reimbursement of litigation costs and expenses of up to \$60,000.00.
25 The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel with respect to the
26 attorneys' fees and costs awarded to them. Defendant's agreement not to oppose a motion for
27 attorneys' fees or a bill of costs for the aforementioned amounts should not be construed as approval
28 or endorsement by Defendant of the amount sought. Whatever amount of Class Counsel Fees and

1 Expenses that the Court approves shall be paid from the Maximum Settlement Amount. Should the
2 Court approve and award less than the amount provided for herein, the difference shall be included in
3 the Net Settlement Amount.

4 **C. LWDA Payment.** Settling Parties agree that the amount of \$100,000 of the Maximum
5 Settlement Amount is deemed payment for penalties under PAGA (“PAGA Penalties”), of which 75%
6 shall be paid to the Labor and Workforce Development Agency (“LWDA Payment”) and the
7 remaining 25% shall be distributed to the PAGA Employees pursuant to the formula in Section
8 III(F)(3).

9 **D. Class Representative Service Award.**

10 1. Plaintiff shall request, and Defendant shall not oppose, an incentive payment
11 not to exceed \$7,500 for the Class Representative. The Class Representative’s Service Award is
12 intended as reasonable compensation for the time and effort expended by him as Class Representative
13 and in connection with the initiation and maintenance of this Action. The Class Representative’s
14 Service Award shall be paid from the Maximum Settlement Amount, and shall be paid in addition to
15 whatever payment Plaintiff is otherwise entitled to as a Participating Class Member. The Class
16 Representative’s Service Award shall be reported to the taxing authorities by means of an IRS Form
17 1099. The amount of the Class Representative’s Service Award is left to and within the Court’s sole
18 discretion. Should the Court approve and award less than the amount provided for herein, or not at
19 all, the difference shall be included in the Net Settlement Amount. The Settling Parties agree that the
20 approval, and amount, of any Class Representative’s Incentive Award in this Action shall be in the
21 Court’s sole discretion and not subject to any appeal by Plaintiff who are the sole recipients of any
22 approved Class Representative’s Service Award. This Settlement is not contingent on Plaintiff’s
23 receipt of any Service Award out of the Maximum Settlement Amount.

24 2. Plaintiff acknowledges and agrees that Defendant and its attorneys have made
25 no representations or warranties regarding the tax consequences of payment of the Class
26 Representative’s Service Award, and Plaintiff has not relied on any such representations or warranties.
27 Plaintiff further agrees to pay and bear sole responsibility for all taxes, liens, levies, encumbrances,
28 interest, and penalties that may be due or payable to any taxing authority as a result of payment of any

1 Class Representative Service Award. Furthermore, Plaintiff agrees to defend and indemnify
2 Defendant and the other Released Parties in connection with any taxes, fines, interest or penalties
3 incurred as a result of any failure by Plaintiff to pay taxes due, if any, on the Class Representative's
4 Service Award paid pursuant to this Agreement.

5 **E. Settlement Administration Costs.** Settling Parties selected Apex Class Action
6 Administration to act as the Settlement Administrator and it is estimated that the fees, expenses, and
7 costs for administration of the terms of this Settlement shall not exceed \$16,990.00. All of the
8 Settlement Administration Costs shall be paid from the Maximum Settlement Amount upon
9 completion of all duties required to be performed by the Claims Administrator under the terms of this
10 Settlement, or as otherwise required by the Court, subject to the "not to exceed" quote from the agreed
11 upon Settlement Administrator. Should the Court approve and award less than the amount provided
12 for herein, or not at all, the difference shall be included in the Net Settlement Amount.

13 **F. Settlement Shares to Class Members.**

14 1. Under the Settlement, each Participating Class Member shall be entitled to
15 payment of a pro rata portion of the Net Settlement Amount (i.e., his or her Settlement Share) based
16 on their Class Workweeks. The workweek value will be established by dividing the Class Employee
17 Fund by all Class Workweeks, which are the workweeks actually worked by the Class Employees
18 during the Class Period. The workweeks worked by Class Employees during the Class Period will be
19 determined by Defendant's time and payroll records. Defendant will perform that calculation and
20 provide it to the administrator. Weeks when an employee performed no work in a workweek, for
21 example, due to vacation, sick time or being on a leave of absence are excluded from the workweek
22 count as they are not workweeks actually worked. The Individual Settlement Share for each Class
23 Employee will be determined by multiplying the workweek value by each Class Employee's
24 individual workweeks. If a Class Member was on a leave of absence, those workweeks will not be
25 included in the calculation. There shall be no reversion to Defendant. There shall be no claims process.
26 Class Members will be provided with an estimate of their portion of the NSA as part of the class notice
27 process. Class Members will be provided with notice of the settlement, its terms, and their right to opt
28

1 out, object, appear at the fairness hearing, or challenge their number of pay periods worked as set out
2 in the notice.

3 2. Each Settlement Share of the Class Employee Fund shall be apportioned as
4 follows: 20% as wages (the “Wage Component”) and 80% for interest, penalties, and other non-wage
5 damages (the “Non-Wage Component”). Each Settlement Share shall be subject to reduction for all
6 employee’s share of taxes and withholdings on the Wage Component and shall be reported on IRS W-
7 2 forms, and the net payment will be referred to as “Individual Settlement Payment(s).” No reductions
8 will be made to Settlement Shares for any taxes or withholding in connection with the Non-Wage
9 Component, and the Non-Wage Component shall be reported on IRS 1099 forms. All Class Members
10 covered by this Settlement agree that they are not relying on any representations regarding the tax
11 allocation or treatment of any amounts paid to them under the terms of this Settlement and agree to
12 hold Defendant and the other Released Parties harmless for any and all tax consequences relating to
13 the allocation of the payments made under this Settlement.

14 3. Each PAGA Employees’ pro rata share of the PAGA Employee Fund (“PAGA
15 Settlement Share”) will be determined by converting the PAGA Employee Fund into a pay period
16 value. The pay period value will be established by dividing the PAGA Employee Fund by all pay
17 periods actually worked by the PAGA Employees during the PAGA Period as determined by
18 Defendant’s payroll records. Defendant will perform that calculation and provide it to the
19 administrator. Weeks when an employee performed no work in a pay period, for example, due to
20 vacation, sick time or being on a leave of absence are excluded from the pay period count as they are
21 not pay periods actually worked. The Individual Settlement Share for each PAGA Employee will be
22 determined by multiplying the pay period value by each PAGA Employee’s individual PAGA pay
23 periods. All payments are for penalties and will be reported on IRS 1099 forms.

24 **G. Distributions.**

25 1. Within five (5) business days of the Effective Date, the Settlement
26 Administrator shall provide Class Counsel and Defendant’s Counsel with the account information so
27 that Defendant can wire the Maximum Settlement Amount and the Employer Taxes, and Defendant
28 shall wire said amounts within ten (10) calendar days of the Effective Date.

1 2. The Settlement Administrator shall distribute Individual Settlement Payments
2 (both Class and PAGA) to Participating Class Members, the payment to the LWDA, the Court-
3 approved Class Representative's Service Award to Plaintiff and Court-approved Class Counsel Fees
4 and Expenses to Class Counsel, within ten (10) business days of receipt of payment from Defendant
5 pursuant to this Section.

6 3. Individual Settlement Payment checks issued to Participating Class Members
7 shall remain valid for a period of 180 calendar days after they issue, and shall be cancelled thereafter.
8 Uncashed checks will be sent to the Controller of the State of California to be held pursuant to the
9 Unclaimed Property Law, California Code of Civil Procedure Section 1500 et seq. in the name of the
10 individual to whom the uncashed check was addressed, for the benefit of those individuals who did
11 not cash their checks until such time as they claim their property.

12 **H. Payments To Class Do Not Trigger Additional or Derivative Payments.** It is
13 expressly understood and agreed that the receipt of payments under the Settlement shall not entitle
14 Plaintiff or any Participating Class Member to additional or derivative compensation or benefits under
15 any of Defendant's compensation or benefit plans or agreement in place during the period covered by
16 the Settlement, nor shall it entitle Plaintiff or any Class Member to any increased retirement, 401k
17 benefits or matching benefits, or deferred compensation benefits. It is the intent of this Settlement that
18 the payments provided for in this Agreement are the sole payments to be made by Defendant to
19 Plaintiff and Participating Class Members, and that Plaintiff and Participating Class Members are not
20 entitled to any additional or derivative compensation or benefits as a result of having received said
21 payments (notwithstanding any contrary language or agreement in any benefit or compensation plan
22 document that might have been in effect during the period covered by this Settlement).

23 **I. Release of Claims.**

24 1. Release of Class Claims By Participating Class Members. Upon the Effective
25 Date, Defendant and the other Released Parties shall be entitled to a release from the Plaintiff and the
26 Class Members who do not opt, for all of the Released Claims, defined below, which occurred during
27 the Class Period. Plaintiff, and all other Participating Class Members including, but not limited to,
28 their heirs, executors, attorneys, agents, representatives, successors, and assigns ("Releasing Parties"),

1 shall and will release Defendant and the Released Parties from the Released Claims. “Class Released
2 Claims” means all wage and hour claims that were actually alleged or that could have been alleged in
3 the Action by Plaintiff based on the factual allegations contained in the Action, on behalf of the Class
4 Employees for the entire Class Period, including but not limited to: (a) failure to pay all wages owed,
5 including sick pay, whether due to alleged off the clock work, rounding, failure to correctly calculate
6 the regular rate or any other theory of liability for the underpayment of the minimum wage, overtime
7 or sick time (b) failure to provide duty-free meal periods or pay premiums at the regular rate of pay in
8 lieu thereof; (c) waiting time penalties; (d) failure to provide accurate wage statements; (e) unfair
9 business practices; (f) claims for the attorney’s fees and costs incurred in the prosecution of this Action
10 on behalf of the Class Employees; and (h) all claims that Plaintiff and/or the Class Employees may
11 have against the Released Parties relating to: (1) the payment, taxation, and allocation of attorney’s
12 fees and costs to Plaintiff’s Counsel pursuant to this Settlement Agreement; and (2) the payment,
13 taxation, and allocation of Plaintiff’s Payment pursuant to this Settlement Agreement. The release of
14 the Class Released Claims shall be effective as to the entire Class Period, defined above. It is the intent
15 of the Parties that the Judgment entered by the Court shall have full *res judicata* effect and be final
16 and binding upon Plaintiff and the Participating Class Members regarding the Class Released Claims.

17 2. Complete And General Release Of Claims By Plaintiff/Class Representative.

18 Plaintiff understands that he may hereafter discover facts in addition to or different from those Plaintiff
19 now knows or believes to be true with respect to the subject matter of the Released Claims or claims
20 not raised in the Action, but upon the Effective Date, shall be deemed to have, and by operation of the
21 contemplated final judgment shall have, fully, finally, and forever settled and released any and all of
22 the Released Claims, as well as any other known or unknown claims that were not raised in the Action.
23 Plaintiff understands and agrees that he is releasing all rights under section 1542 of the California Civil
24 Code. Section 1542 provides as follows:

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

1 party.

2 3. Release of PAGA Claims By State of California and PAGA Employees. Upon
3 the Effective Date, Defendant and the other Released Parties shall be entitled to a release from the
4 Plaintiff, the LWDA, the state of California, and the PAGA Employees, but not limited to, their heirs,
5 executors, attorneys, agents, representatives, successors, and assigns (“Releasing Parties”), shall and
6 will release Defendant and the Released Parties for the “PAGA Released Claims” which includes: (a)
7 all PAGA penalty claims alleged in Plaintiff’s PAGA letter as well as his First Amended Complaint,
8 which seeks penalties under PAGA for alleged violations of Labor Code sections 201–203, 204, 226,
9 226.7, 246, 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1198, 2699 et. seq., claims for violation
10 of the provisions of the applicable Wage Orders regarding minimum wage, overtime, meal periods, as
11 well as allegations regarding the late payment of wages during employment and of final wages,
12 inaccurate wage statements, failure to provide sick pay and/or pay it at the correct rate; (b) claims for
13 the attorney’s fees and costs incurred in the prosecution of this Action on behalf of the PAGA
14 Employees; (c) any other claims for PAGA penalties that could have been plead based on the facts
15 alleged in the Action; and (d) all claims that Plaintiff, and/or the PAGA Employees may have against
16 the Released Parties relating to: (i) the payment, taxation, and allocation of attorney’s fees and costs
17 to Plaintiff’s Counsel pursuant to this Settlement Agreement; and (ii) the payment, taxation, and
18 allocation of PAGA Payments pursuant to this Settlement Agreement. The Release Period shall be
19 the designated and court approved PAGA Period. The release of the PAGA Released Claims shall
20 be effective as to the entire PAGA Period defined above. It is the intent of the Parties that the Judgment
21 entered by the Court shall have full *res judicata* effect and be final and binding upon Plaintiff, the state
22 of California, the LWDA and the PAGA Employees regarding the PAGA Released Claims.

23 **J. Motion For Preliminary Approval.**

24 1. Class Counsel will file an unopposed motion with the Court (the “Preliminary
25 Approval Motion”) seeking an order approving the Settlement; setting a date for the Final Approval
26 Hearing; approving the distribution of the Notice of Class Action Settlement (the “Class Notice”) in
27 substantively the form attached hereto as “**Exhibit A**”; and approving the procedures and deadlines
28 for disputing Pay Periods, opting-out of the Settlement, and objecting to the Settlement. Defendant’s

1 Counsel will either not respond or will file a notice of non-opposition to the motion. Class Counsel
2 will provide notice of the settlement to the LWDA as required by the Labor Code.

3 2. At the hearing on the Preliminary Approval Motion, the Settling Parties will
4 jointly appear, and support the granting of the motion, and submit a proposed order granting
5 preliminary approval of the Settlement, approving the Class Notice, and setting a Final Approval
6 Hearing (the “Proposed Order”). The Proposed Order to be submitted to the Court in substantially the
7 form that is attached hereto as “**Exhibit B.**”

8 3. Should the Court, after a reasonable opportunity to cure and remedy any stated
9 deficiencies, ultimately decline to grant preliminary approval of the Settlement as proposed by the
10 Settling Parties, then the Settlement is void for lack of a condition precedent of the Settlement and the
11 Settling Parties will revert to their respective positions.

12 **K. Mailing Of Class Notice To Class Members.**

13 After the Court enters its order granting preliminary approval of the Settlement, all
14 Class Members will be provided with the Class Notice by the Settlement Administrator as follows:

15 1. Within ten (10) business days after the Court grants preliminary approval of the
16 Settlement, Defendant shall provide to the Settlement Administrator the last-known contact
17 information that it has for the Class Members, including their full name, mailing addresses, telephone
18 numbers, Social Security numbers, start and end dates of employment, and the number of Class
19 Workweeks and the PAGA Pay Periods (“Class Data List”). A redacted version of the Class Data
20 List, without any personal contact information or Social Security numbers, shall be provided to Class
21 Counsel upon request, and this list shall be used for no purpose other than to monitor the administration
22 of the Settlement. All data and information provided to the Settlement Administrator and Class
23 Counsel by way of the Class Data List shall be treated as confidential and shall not be disclosed to
24 anyone, except as may be required to applicable tax authorities, pursuant to Defendant’s express
25 written consent, by order of the Court, or to carry out the reasonable steps described in this Settlement
26 to locate missing Class Members.

27 2. Within fourteen (14) calendar days after receiving the Class Data List from
28 Defendant, the Settlement Administrator shall mail the Class Notice to all identified Class Members

1 via first-class U.S. Mail, using the last known address information provided by Defendant, unless such
2 address is modified by any updated address information that the Settlement Administrator obtains in
3 the course of administration of the Settlement. Prior to completing this mailing, the Settlement
4 Administrator shall perform a National Change of Address (“NCOA”) search to confirm the validity
5 of and update Class Members’ mailing addresses.

6 3. If any Class Notice is returned as undeliverable with a forwarding address
7 within thirty (30) calendar days of the mailing of the Class Notice, the Settlement Administrator shall
8 have five (5) calendar days to re-mail the Class Notice to the forwarding address. If any Class Notice
9 is returned as undeliverable without a forwarding address within thirty (30) calendar days of the
10 mailing of the Class Notice, the Settlement Administrator shall have five (5) calendar days from receipt
11 of the returned Class Notice to search for a more current address for the Class Member and to re-mail
12 the Class Notice to the Class Member. This inquiry shall include a skip-trace search. The Settlement
13 Administrator shall be responsible for taking all reasonable steps, consistent with its agreed upon job
14 parameters, Court orders and fee, according to the deadlines set forth in this Settlement, to administer
15 the Settlement, including, *inter alia*, to tracking all undelivered mail, performing an address search for
16 all mail returned without a forwarding address, and promptly re-mailing the Class Notice to Class
17 Members as set forth herein. If the Class Notice is re-mailed, the Claims Administrator shall note for
18 its own records the date and address of each such re-mailing and so notify Class Counsel and
19 Defendants’ counsel. The obligation to trace and resend returned Class Notices shall cease after two
20 mailings or thirty (30) calendar days after the initial mailing, whichever occurs first. The Response
21 Deadline shall be either the original Response Deadline or fifteen (15) calendar days after the
22 remailing of a Class Notice in accordance with the Agreement, whichever is later.

23 4. The Settlement Administrator shall provide weekly status reports to counsel for
24 the Settling Parties, including: (a) the number of Class Notices that it has mailed; (b) the number of
25 objections, if any are received; (c) the number of disputes of pay periods, if any are received; and (c)
26 the number of requests to opt-out of the Settlement, if any are received.

27 5. No later than ten (10) business days after the Response Deadline, the Settlement
28 Administrator shall provide Class Counsel and Defendant’ counsel, a declaration for filing with the

1 Court in support of Plaintiff's motion for final approval of the Settlement, setting forth its due diligence
2 and compliance with its obligations under this Settlement.

3 **L. Opt-Outs and Objections To Settlement.**

4 Class Members are not required to sign a claim form to participate in the Settlement. Class
5 Members may opt out of the Class Settlement or submit objections to the Class Settlement pursuant
6 to the following procedures:

7 1. The Class Notice shall provide that Class Members who do not want to
8 participate in the Settlement may exclude themselves by submitting a written request seeking to opt-
9 out of the Settlement ("Opt-Out Notice") to the Settlement Administrator not later than sixty (60)
10 calendar days after the date that the Settlement Administrator first mails the Class Notice ("Response
11 Deadline"). An Opt-Out Notice must: (a) contain the full name, address, and last four digits of the
12 Social Security number of the person requesting to opt-out; (b) be signed by the person requesting to
13 opt-out; (c) reference the Action by its name; and (d) contain a statement clearly indicating that the
14 person submitting the request seeks to be excluded from the Settlement. If the Opt-Out Notice does
15 not contain the information listed in (a)-(d) or is not returned to the Settlement Administrator
16 postmarked by the Response Deadline, it shall not be deemed timely and valid. The date of the
17 postmark on the return mailing envelope shall be the exclusive means used to determine whether the
18 Opt-Out Notice has been timely submitted. Any Class Member who submits a timely and valid Opt-
19 Out Notice shall not be entitled to any recovery under the Settlement and shall not be bound by the
20 terms of the Class Settlement, and shall not have any right to object, appeal, or comment thereon. The
21 submission of an Opt-Out Notice shall not impact a PAGA Employee's entitlement to their Individual
22 PAGA Settlement Share. Class Members who fail to submit a timely and valid Opt-Out Notice shall
23 be Class Members bound by all terms of the Settlement and the contemplated Judgment if the
24 Settlement is granted final approval by the Court. No later than ten (10) business days after the
25 Response Deadline, the Settlement Administrator shall provide Class Counsel and Defendant's
26 Counsel with a complete list of all Class Members who have submitted timely and valid Opt-Out
27 Notices, including their full names.

28 2. The Class Notice shall provide that Participating Class Members (i.e., Class

1 Members who do not timely opt out of the Settlement) who wish to object to the Settlement must
2 submit to the Settlement Administrator a written statement explaining their objection to the Settlement
3 no later than the Response Deadline. Alternatively, or in addition to a written objection, Class
4 Members may appear at the Final Approval Hearing to make an oral objection. If a Class Member
5 opts out of the Settlement, they cannot object to the Settlement.

6 3. A Class Member who does not make an oral objection at the Final Approval
7 Hearing or does not submit a written objection in the manner and by the Response Deadline specified
8 above shall be deemed to have waived all objections and shall be foreclosed from making any
9 objections to the Settlement, whether by appeal or otherwise.

10 4. If a Class Member who has timely filed an objection to the Settlement files a
11 Notice of Appeal of the contemplated Judgment within the time period prescribed by law, Defendant
12 shall not be required to fund any portion of the Maximum Settlement Amount, and the Settlement
13 Administrator shall not distribute or pay any monies until the appeal(s) are finally resolved in favor of
14 the Settlement or dismissed with prejudice.

15 5. The Parties agree that there is no statutory right for any PAGA Employee to
16 object, opt out or otherwise exclude himself or herself from the PAGA part of the Settlement. If a
17 Class Member opts out, and is also a PAGA Employee, s/he is still covered by the PAGA portion of
18 the Settlement. Except as otherwise stated, Plaintiff shall vigorously defend against any attempt by
19 any PAGA Employee or by any entity or agency to intervene in this matter or object to/opt-out of this
20 settlement. Further, there is no right or opportunity for any PAGA Employee to appeal the approval
21 of the Settlement by the Court. The Parties shall jointly defend against any appeal filed with respect
22 to the Final Order as it pertains to the PAGA part of the Settlement.

23 **M. Resolution of Class Member Disputes Over Class Workweeks and/or PAGA Pay**
24 **Periods.**

25 1. If a Class Member disputes the number of Class Workweeks or PAGA Pay
26 Periods credited to him or her, which will be stated in the Class Notice, the Class Member must submit
27 a written dispute to the Settlement Administrator, postmarked no later than the Response Deadline.
28 The dispute must: (a) contain the full name, address, and last four digits of the Social Security number

1 of the Class Member; (b) be signed by the Class Member; (c) reference the Action by its name and
2 case number; (d) contain a statement clearly indicating that the Class Member disputes the number of
3 Pay Periods that are credited to him or her and the number of pay periods that the Class Member claims
4 should be credited to him or her; and (e) attach supporting documentation, if any, that they may have.
5 If such a dispute arises with respect to a Class Member, the Settlement Administrator shall inform
6 Class Counsel and Defendant's Counsel. Defendant shall manually review its payroll and personnel
7 records to verify the correct number of Class Workweeks and/or PAGA Pay Periods for the disputing
8 Class Member. Defendant's records shall have a rebuttable presumption of correctness, and
9 Defendant's Counsel and Class Counsel shall jointly determine how the dispute should be resolved.
10 If they are unable to jointly resolve the dispute, the Settlement Administrator shall present the dispute
11 for resolution by the Court, by way of declaration to be filed in advance of the Final Approval Hearing.
12 The decision on the dispute shall be non-appealable.

13 **N. No Solicitation of Objections or Opt-Outs.** Neither the Settling Parties nor their
14 respective counsel or management shall solicit or otherwise encourage any Class Member, directly or
15 indirectly, to seek to opt-out from the Settlement, object to the Settlement, and/or appeal from the
16 Judgment.

17 **O. Additional Briefing and Final Approval.**

18 1. As soon as practicable following the Response Deadline, Plaintiff shall move
19 the Court for final approval of the Settlement. Defendant agrees it shall not oppose so long as the
20 motion is in all respects consistent with the terms of this Settlement. Not later than five (5) court days
21 before the Final Approval Hearing, the Settling Parties may file, jointly or separately, a reply in support
22 of the motion or such other papers as may be necessary or helpful to the Court regarding the subject
23 matter of the motion.

24 2. Upon final approval of the Settlement by the Court at or after the Final Approval
25 Hearing, the Settling Parties shall present a Judgment for the Court's approval and entry, which shall
26 provide that the Court shall have continuing jurisdiction over the Action and the Settlement solely for
27 purposes of: (i) enforcing this Settlement, (ii) addressing any claims administration matters that may
28

1 arise; and (iii) addressing such post-Judgment matters as may be appropriate under court rules or
2 applicable law.

3 **P. Options to Terminate Settlement/Revision to Maximum Settlement Amount or**
4 **Class Period and PAGA Period.**

5 1. Any reduction in the Class Counsel Fees and Expenses, and/or any reduction to
6 the requested Class Representative's Service Award, does not constitute grounds to terminate or void
7 the Settlement.

8 2. Defendant has the right to cancel the Settlement if more than ten percent (10%)
9 of the Class Members submit timely and valid Opt-Out Notices from the Settlement. This option to
10 cancel the Settlement must be exercised by Defendant by providing written notice to Class Counsel
11 within ten (10) business days of Defendant's Counsel receiving notification from the Settlement
12 Administrator that more than ten percent (10%) of the Class Members have submitted timely and valid
13 Opt-Out Notices from the Settlement. If Defendant exercises the option to terminate the Settlement,
14 then Defendant shall be responsible for paying all Settlement Administration Costs.

15 3. Defendant represents that there are a total of 135,147 total actual Class
16 Workweeks worked by the Class Members during the Class Period. In the event that the total Class
17 Workweeks actually worked during the Class Period exceeds this number by more than 1%, which is
18 136,599, Plaintiff shall have the right to request that settlement negotiations be reopened by giving
19 written notice to the other Settling Party (through its counsel) prior to the mailing of the Class Notices.
20 If the parties cannot reach an agreement, after enlisting the assistance of the mediator and negotiating
21 in good faith, then Plaintiff has the right to terminate the settlement agreement.

22 4. Either Settling Party may terminate this Settlement by giving written notice to
23 the other Settling Party (through its counsel) no later than twenty (20) calendar days after receiving
24 notice that one of the following has occurred: (i) the Court declines to enter the Preliminary Approval
25 Order or the Final Approval Order in substantially the form submitted by the Parties; (ii) the Settlement
26 does not become final because of any appellate court action; or (iii) the Court's final approval of the
27 Settlement is reversed or materially modified on appellate review.
28

1 5. In the event of termination of this Settlement as provided above, this Settlement
2 shall become and be considered null and void, and it shall have the following effects: (i) the Settling
3 Parties shall have no further obligations under the Settlement; (ii) Defendant shall have no obligation
4 to make any payments to any person, party, Class Member or attorney that otherwise would have been
5 owed under this Settlement, except that in case of termination under Section III (P)(2), Defendant shall
6 pay the Settlement Administrator's reasonable fees and expenses incurred as of the date that the
7 Settlement is terminated; (iii) in case of termination under Section III (P)(4), the Parties shall split the
8 Settlement Administrator's reasonable fees and expenses incurred as of the date that the Settlement is
9 terminated; (iv) the Settlement and all negotiations, statements and proceedings relating thereto shall
10 be without prejudice to the rights of any of the Settling Parties, all of whom shall be restored to their
11 respective positions in the Action prior to the Settlement; and (v) neither this Settlement nor any
12 ancillary documents, actions, statements or filings in furtherance of settlement (including all matters
13 associated with the mediation) shall be admissible or offered into evidence in the Action or any other
14 case or proceeding for any purpose whatsoever.

15 6. Notice of the termination of the Settlement by a Settling Party must be provided
16 to counsel for the other Settling Party in writing.

17 **Q. Dispute Resolution.** Any disputes not resolved by the Settlement Administrator or the
18 Settling Parties shall be resolved by the Court. Before any such resort to the Court, counsel for the
19 Settling Parties shall confer in good faith in an attempt to resolve the dispute.

20 **R. Waiver of Right To Appeal.** Plaintiff and Class Counsel waive all appeals from the
21 Court's Final Approval of this Settlement.

22 **S. Publicity.** Neither Plaintiff nor Plaintiff's counsel will publicize this settlement by
23 Defendant's name or location, through a press release, posting on counsels' website, in social media or
24 by any other public means, other than necessary court filings and proceedings associated with the
25 settlement. Nothing in this provision is intended to prohibit (i) Plaintiff from discussing this settlement
26 with his spouse or partner, attorneys or tax advisor; or (ii) Plaintiff's counsel from communicating
27 with putative class members in this case or with the court in which this action is pending or with the
28 LWDA.

1 **T. Fair, Adequate, And Reasonable Settlement.** This Settlement was reached after
2 extensive negotiations. The Settling Parties believe and agree that this Settlement is a fair, adequate,
3 and reasonable resolution of the Action and have arrived at this Settlement in arms-length negotiations,
4 considering all relevant factors, present and potential, and shall so represent it to the Court.

5 **U. No Admission Of Liability.** Defendant and the Released Parties deny any and all
6 alleged wrongdoing or the violation of any rights of the Plaintiff and/or Class Members. By entering
7 into this Settlement, Defendant does not admit, and in fact specifically disclaims, the violation of any
8 law or regulation. This Settlement is entered into solely for the purpose of compromising highly
9 disputed claims. Nothing in this Settlement is intended or shall be construed as an admission of any
10 liability or wrongdoing by Defendant, or as an admission by the Class Members that any of their claims
11 were non-meritorious or that any defense asserted by Defendant was meritorious. This Settlement and
12 the fact that the Settling Parties are willing to settle the Action and have entered into this Settlement
13 shall have no bearing on, and shall not be admissible in connection with, any litigation, other than as
14 is necessary to enforce the terms of this Settlement.

15 **V. Miscellaneous Terms.**

16 1. Integrated Agreement. After it is signed and delivered by all Settling Parties
17 and their counsel, this Settlement and its exhibits shall constitute the entire agreement between the
18 Settling Parties relating to the terms of Settlement, and shall supersede any prior or contemporaneous
19 oral representations, warranties, covenants, or inducements made to any Settling Party concerning this
20 Settlement or its exhibits, including the Settlement Terms.

21 2. Execution in Counterparts. This Settlement may be executed in one or more
22 counterparts and by facsimile or PDF version. The Settlement may be signed electronically by means
23 that are verifiable, for example through DocuSign. All executed counterparts, and each of them, shall
24 be deemed to be one and the same instrument, provided that counsel for the Settling Parties shall
25 exchange between themselves original signed counterparts. Any executed counterpart shall be
26 admissible in evidence to prove the existence and contents of this Settlement.

27 3. Modification of Settlement. This Settlement, and any and all parts of it, may
28 be amended, modified, changed, or waived only by an express written instrument signed by all Settling

1 Parties or their successors-in-interest, subject to approval by the Court.

2 4. Settlement Binding on Successors. This Settlement shall be binding upon, and
3 inure to the benefit of, the successors of each of the Settling Parties and Participating Class Members.

4 5. Applicable Law. All terms and conditions of this Settlement and its exhibits
5 shall be governed by and interpreted according to the laws of the State of California, without giving
6 effect to any conflict of law or choice of law principles.

7 6. Interim Stay of Proceedings. The Parties shall stay all proceedings in the
8 Action, subject to necessary compliance with the Court's orders, except such proceedings necessary
9 to implement and complete the Settlement, pending the Final Approval Hearing to be conducted by
10 the Court.

11 7. Enforcement Action. In the event that either of the Settling Parties institutes
12 any legal action or other proceeding to enforce their rights under this Agreement or to declare rights
13 and/or obligations under this Agreement, the prevailing party will be entitled to recover their
14 reasonable attorneys' fees and costs, including expert witness fees, incurred in connection with any
15 enforcement action.

16 8. Authorization to Enter Into Settlement Agreement. Counsel for all Settling
17 Parties warrant and represent they are expressly authorized by the Settling Parties whom they represent
18 to negotiate this Agreement and to take all appropriate actions required or permitted to be taken by
19 such Settling Parties pursuant to this Agreement to effectuate its terms, and to execute any other
20 documents required to effectuate the terms of this Agreement. The Settling Parties and their counsel
21 shall cooperate with each other and use their best effort to effectuate the implementation of the
22 Settlement. In the event the Settling Parties are unable to reach agreement on the form or content of
23 any document needed to implement the Settlement, or on any supplemental provisions that may
24 become necessary to effectuate the terms of this Settlement, the Settling Parties may seek the
25 assistance of the Court to resolve such disagreement. The persons signing this Agreement on behalf
26 of Defendant represents and warrants that they are authorized to sign this Agreement on behalf of
27 Defendant. The Class Representative represents and warrant that they are authorized to sign this
28 Agreement and that they have not assigned any claim, or part of a claim, covered by this Settlement

1 to a third-party.

2 9. Notices. Unless otherwise specifically provided herein, all notices, demands or
3 other communications given hereunder shall be in writing and shall be deemed to have been duly given
4 as of the third business day after mailing by United States registered or certified mail, return receipt
5 requested, addressed as follows:

6 To Class Counsel:

7
8 Fletcher W. Schmidt
9 Andrew J. Rowbotham
10 HAINES LAW GROUP, APC
11 2155 Campus Drive
12 Suite 180
13 El Segundo, CA 90245
14 Telephone: (424) 292-2350
15 Fax: (424) 292-2355

16 To Defendant:

17 Jody A. Landry, Esq.
18 jlandry@littler.com
19 LITTLER MENDELSON, P.C.
20 501 West Broadway, Suite 900
21 San Diego, California 92101

22 10. Cooperation in Drafting. The Settling Parties have cooperated in the drafting
23 and preparation of this Settlement. This Settlement shall not be construed against any Settling Party
24 on the basis that the Settling Party was the drafter or participated in the drafting.

25 **IT IS SO AGREED.**

26 Dated: 11/11/24

27 
28 Ronald Figueroa (Nov 11, 2024 08:49 PST)

Ronald Figueroa
Plaintiff

Solar Turbines Incorporated

Dated: _____

1 to a third-party.

2 9. Notices. Unless otherwise specifically provided herein, all notices, demands or
3 other communications given hereunder shall be in writing and shall be deemed to have been duly given
4 as of the third business day after mailing by United States registered or certified mail, return receipt
5 requested, addressed as follows:

6 To Class Counsel:

7
8 Fletcher W. Schmidt
Andrew J. Rowbotham
9 HAINES LAW GROUP, APC
10 2155 Campus Drive
Suite 180
11 El Segundo, CA 90245
Telephone: (424) 292-2350
12 Fax: (424) 292-2355

13
14 To Defendant:

15 Jody A. Landry, Esq.
16 jlandry@littler.com
LITTLER MENDELSON, P.C.
17 501 West Broadway, Suite 900
San Diego, California 92101

18 10. Cooperation in Drafting. The Settling Parties have cooperated in the drafting
19 and preparation of this Settlement. This Settlement shall not be construed against any Settling Party
20 on the basis that the Settling Party was the drafter or participated in the drafting.

21 **IT IS SO AGREED.**

22
23 Dated: _____

Ronald Figueroa
Plaintiff

24 Solar Turbines Incorporated

25 Dated: 11/12/2024

Jennifer Wick
Jennifer Wick

1 **Approved as to form:**

2 Dated: 11/11/24



Fletcher Schmidt
Attorneys for Plaintiff and the Settlement Class

4 Dated: _____

Jody A. Landry
Attorney for Defendant

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Approved as to form:

Dated: _____

Dated: November 13, 2024

Fletcher Schmidt
Attorneys for Plaintiff and the Settlement Class



Jody A. Landry
Attorney for Defendant

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EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

RONALD FIGUEROA, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

SOLAR TURBINES INCORPORATED, a Delaware
corporation; and DOES 1 through 100,

Defendants.

Case No. 37-2023-00016512-CU-OE-CTL

NOTICE OF CLASS ACTION SETTLEMENT

To: All current and former non-exempt employees who have worked for Defendant Solar Turbines Incorporated in California at any time between February 3, 2022, and June 2, 2024. Collectively, these employees will be referred to as "Settlement Class Members."

**PLEASE READ THIS NOTICE CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT
THIS NOTICE IS BEING PROVIDED TO YOU IN ENGLISH AND SPANISH**

Why should you read this notice?

This Notice relates to a proposed settlement of class action litigation. If you are a Settlement Class Member, it contains important information about your right to receive a payment from the Settlement fund.

The Court has granted preliminary approval of a proposed class action settlement (the "Settlement") in *Ronald Figueroa v. Solar Turbines Incorporated.*, San Diego County Superior Court, Case No. 37-2023-00016512-CI-OE-CTL (the "Lawsuit"). Because your rights may be affected by the Settlement, it is important that you read this Notice carefully.

You may be entitled to money from this Settlement. Defendant Solar Turbines Incorporated's (hereinafter "Defendant" or "Solar Turbines") records show that you were employed in California between February 3, 2022, and June 2, 2024 (the "Class Period"). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this Notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment. Notice of the final judgment will be posted online at <<ADMIN WEBSITE URL>>.

Solar Turbines denies the claims in the Lawsuit and contends that it complied with all applicable laws. The parties agreed to settle this matter to avoid the uncertainty, inconvenience, disruption to business, and the expense of protracted litigation.

What is this case about?

Plaintiff Ronald Figueroa ("Plaintiff") filed this Lawsuit against Solar Turbines, seeking to assert claims on behalf of all Settlement Class Members. Plaintiff is known as "Class Representative," and his attorneys, who also represent the interests of all Settlement Class Members, are known as "Class Counsel."

In the Lawsuit, Plaintiff alleges that Solar Turbines: (1) failed to pay all minimum wages; (2) failed to pay all overtime wages; (3) failed to provide all meal periods or pay a premium in lieu thereof; (4) failed to issue accurate, itemized wage statements; (5) failed to timely pay all final wages due upon separation of employment; (6) engaged in unfair competition; and (7) is liable for civil penalties under the Private Attorneys General Act ("PAGA").

1 A PAGA action is a form of representative action that allows employee plaintiffs to act on behalf of the government as
2 agents of the state's labor law enforcement agencies. By acting as a private attorney general, an "aggrieved employee"
3 who has been affected by at least one Labor Code violation committed by their employer can use a PAGA action as a
4 means to collect civil penalties for those violations. 75% of any collected penalties go to the state's Labor and Workforce
Development Agency ("LWDA"), and the remaining 25% of penalties are distributed proportionally among all aggrieved
employees.

5 Solar Turbines denies that it has done anything wrong. Solar Turbines also denies that it owes Settlement Class Members
any wages, penalties, restitution, damages, or other amounts. Accordingly, the Settlement constitutes a compromise of
6 disputed claims and should not be construed as an admission of liability on the part of Solar Turbines, which expressly
denies all liability.

7 However, to avoid additional expense, inconvenience, and interference with its business operations, Solar Turbines
8 concluded that it is in its best interests and the interests of Settlement Class Members to settle the Lawsuit on the terms
summarized in this Notice. After Solar Turbines provided relevant information to Class Counsel, the Settlement was
9 reached after mediation and arm's length negotiations between the parties.

10 The Court has not ruled on the merits of Plaintiff's claims. The Court has only determined that there is sufficient evidence
to suggest that the proposed Settlement might be fair, adequate and reasonable. A final determination on whether the
11 Settlement is fair, adequate and reasonable will be made at the Final Approval hearing.

12 **If you are still employed by Solar Turbines, your decision about whether to participate in the Settlement will not**
affect your employment. California law and Solar Turbines' policy strictly prohibit unlawful retaliation. Solar
13 Turbines will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any
Settlement Class Member because of his or her decision to either participate or not participate in the Settlement.

14 ***Who are the Attorneys?***

Attorneys for Plaintiff / Settlement Class Members:	Attorneys for Defendant:
15 HAINES LAW GROUP, APC 16 Fletcher W. Schmidt (SBN 286462) fschmidt@haineslawgroup.com 17 Andrew J. Rowbotham (SBN 301367) arowbotham@haineslawgroup.com 18 Susan J. Perez (SBN 329044) sperez@haineslawgroup.com 19 2155 Campus Drive, Suite 180 20 El Segundo, California 90245 21 Tel: (424) 292-2350 22 Fax: (424) 292-2355 haineslawgroup.com	LITTLER MENDELSON, P.C. Jody A. Landry (SBN 125743) 501 W. Broadway, Suite 900 San Diego, California 92101 Tel: (619) 232-0441 Fax: (619) 2332-4302 littler.com

23 ***What are the terms of the Settlement?***

24 On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified a class, for settlement purposes only, of all current
25 and former non-exempt employees who worked for Defendant in California during the time period of February 3, 2022,
26 through June 2, 2024. Class Members who do not opt out of the Settlement pursuant to the procedures set forth in this
27 Notice will be bound by the Settlement and will release their claims against Defendant as described below.

Solar Turbines has agreed to pay \$2,800,000.00 (the “Maximum Settlement Amount”) to fully resolve all claims in the Lawsuit, including payments to Settlement Class Members, employee side payroll taxes, attorneys’ fees and expenses, settlement administration costs, class representative’s enhancement payment, and payment to the California Labor and Workforce Development Agency for its share of the PAGA civil penalties.

The following deductions from the Maximum Settlement Amount will be requested by the Parties:

Attorneys’ Fees and Expenses. Class Counsel have been prosecuting the Action on behalf of Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Gross Settlement Amount. Class Members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will ask for up to one-third of the Gross Settlement Amount, which is currently estimated at \$933,333.33, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Action through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$60,000.00 in verified costs incurred in connection with the Action.

Settlement Administration Costs. The Court has approved Apex Class Action Administration to act as the “Settlement Administrator,” who is sending this Notice to you and who will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$16,990.00 from the Maximum Settlement Amount to pay the settlement administration costs.

Class Representative Enhancement Payment. Class Counsel will ask the Court to award the Class Representative an enhancement payment in the amount of \$7,500.00 to compensate him for his service and extra work provided on behalf of the Settlement Class Members.

PAGA Payment to the State of California. The Parties have agreed to allocate \$100,000.00 of the Maximum Settlement Amount towards the settlement of the PAGA claim in the Lawsuit. A total of \$75,000.00 will be paid to the State of California Labor and Workforce Development Agency for its 75% share of civil penalties. The remaining 25% (\$25,000.00) will be payable to the Settlement Class as the “PAGA Amount” as described below. The time period covered by the PAGA claim is April 20, 2022 through June 2, 2024 (“PAGA Period”).

Calculation of Settlement Class Members’ Individual Settlement Payments. After deducting the Court-approved amounts above, the balance of the Maximum Settlement Amount will form the Net Settlement Amount, which will be distributed to all Settlement Class Members who do not submit a valid and timely Request for Exclusion (described below). The Net Settlement Amount is estimated to be approximately \$1,707,176.67. The Net Settlement Amount will be divided as follows:

- (i) Approximately \$1,682,176.67 of the Net Settlement Amount shall be allocated among Settlement Class members (except those who submit a timely and valid Request for Exclusion) as follows: Each Participating Class Member shall be entitled to payment of a pro rata portion of the Net Settlement Amount (i.e., his or her Settlement Share) based on their Class Workweeks. The workweek value will be established by dividing the Class Employee Fund by all Class Workweeks, which are the workweeks actually worked by the Class Employees during the Class Period. The workweeks worked by Class Employees during the Class Period will be determined by Defendant’s time and payroll records. Defendant will perform that calculation and provide it to the administrator. Weeks when an employee performed no work in a workweek, for example, due to vacation, sick time or being on a leave of absence are excluded from the workweek count as they are not workweeks actually worked. The Individual Settlement Share for each Class Employee will be determined by multiplying the workweek values by each Class Employee’s individual workweeks. If a Class member was on a leave of absence, those workweeks will not be included in the calculation. There shall be no reversion to Defendant.
- (ii) The remaining \$25,000 of the Net Settlement Amount, has been designated as the “PAGA Amount” and will be allocated to all Settlement Class members (regardless of whether they submit a timely and valid Request for Exclusion) who worked for Defendant at any time between April 20, 2022, through June 2, 2024 (the “PAGA Period”), in proportion to the number of pay periods that each Settlement Class member worked for Defendant in California as a non-exempt employee during that time period.

1 Payment to Class Members. If the Court grants final approval of the Settlement, Individual Settlement Payments will be
2 mailed to all Settlement Class Members who did not submit a valid and timely Request for Exclusion.

3 Allocation and Taxes. For tax purposes, each Settlement Share will be allocated as follow: any payment made from the
4 PAGA Amount shall be treated as 100% penalties. Any payment made from the Net Settlement Amount shall be allocated
5 as 20% wages and 80% penalties and interest. The Maximum Settlement Amount does not include employer payroll taxes,
6 which will be paid by Solar Turbines separate and apart from, and in addition to, the Maximum Settlement Amount. The
7 Settlement Administrator will be responsible for issuing to Settlement Class Members an IRS Form W2 for the amounts
8 allocated as “wages” and IRS Form 1099 for the amounts allocated as penalties and interest. The Settlement Administrator
will be responsible for calculating and withholding all employee-share employment taxes and other legally required
withholdings from each Individual Settlement Payment. Settlement Class Members are responsible for the proper tax
treatment of the Individual Settlement Payments. The Settlement Administrator, Solar Turbines and its counsel, and Class
Counsel cannot provide tax advice. Accordingly, Settlement Class Members should consult with their tax advisors
concerning the tax consequences and treatment of payments they receive under the Settlement.

9 Release. If the Court approves the Settlement, each Settlement Class Member including, but not limited to, their heirs,
10 executors, attorneys, agents, representatives, successors, and assigns (collectively “Releasing Parties”), who has not
11 submitted a timely and valid Request for Exclusion, will release and discharge Solar Turbines, as well as its parent,
12 subsidiaries, assigns and other related organizations (collectively the “Released Parties”) from all wage and hour claims
13 that were actually alleged or that could have been alleged in the Action by Plaintiff based on the factual allegations
14 contained in the Action, for the entire Class Period, including but not limited to: (a) failure to pay all wages owed, including
15 sick pay, whether due to alleged off the clock work, rounding, failure to correctly calculate the regular rate or any other
16 theory of liability for the underpayment of the minimum wage, overtime or sick time; (b) failure to provide duty-free meal
periods or pay premiums at the regular rate of pay in lieu thereof; (c) waiting time penalties; (d) failure to provide accurate
wage statements; (e) unfair business practices; (f) claims for the attorney’s fees and costs incurred in the prosecution of
this Action on the behalf of the Class Employees; and (h) all claims that Plaintiff and/or the Class Employees may have
against the Released Parties relating to (1) the payment, taxation, and allocation of attorney’s fees and costs to Plaintiff’s
Counsel pursuant to the Settlement Agreement; and (2) the payment, taxation, and allocation of Plaintiff’s Enhancement
Payment pursuant to the Settlement Agreement. The time period covered by this release is February 3, 2022, through June
2, 2024.

17 Plaintiff and the State of California release the Released Parties from any claim for civil penalties under California Labor
18 Code Private Attorneys General Act of 2004 arising out of or based on the facts and legal theories alleged in Plaintiff’s
19 letter to the Labor & Workforce Development Agency (“LWDA”) dated April 20, 2023, and only to the extent they are
20 alleged in the First Amended Complaint (“PAGA Released Claims”) during the PAGA Period. The PAGA release covers:
21 (a) all PAGA penalty claims alleged in Plaintiff’s PAGA letter as well as his First Amended Complaint, which seeks
22 penalties under PAGA for alleged violations of Labor Code sections 201–203, 204, 226, 226.7, 246, 510, 512, 558, 1174,
23 1182.12, 1194, 1194.2, 1197, 1198, 2699 et. seq., claims for violation of the provisions of the applicable Wage Orders
regarding minimum wage, overtime, meal periods, as well as allegations regarding the late payment of wages during
employment and of final wages, inaccurate wage statements, failure to provide sick pay and/or pay it at the correct rate;
(b) claims for the attorney’s fees and costs incurred in the prosecution of this Action on behalf of the PAGA Employees;
(c) any other claims for PAGA penalties that could have been plead based on the facts alleged in the Action; and (d) all
claims that Plaintiff, and/or the PAGA Employees may have against the Released Parties relating to: (i) the payment,
taxation, and allocation of attorney’s fees and costs to Plaintiff’s Counsel pursuant to this Settlement Agreement; and (ii)
the payment, taxation, and allocation of PAGA Payments pursuant to this Settlement Agreement.

24 The Settlement along with all associated releases will become effective on the date that the Court has approved the
25 Settlement and entered Judgment thereon and the Judgment has become Final.

26 ***How can I claim money from the Settlement?***

27 Do Nothing. If you do nothing, you will be entitled to your share of the Settlement based on the proportionate number of
28 workweeks you worked for Defendant during the Class Period, as well as whether you separated employment with
Defendant during the PAGA Period. You also will be bound by the Settlement, including the release of claims stated
above.

What other options do I have?

Dispute Information in Notice of Settlement Award. Your Individual Settlement Payment is based on the proportionate number of workweeks you worked during the Class Period (February 3, 2022, through June 2, 2024) as well as the proportionate number of workweeks you worked during the PAGA Period (April 20, 2022, through June 2, 2024). The information contained in Solar Turbines' records regarding this information, along with your estimated Individual Settlement Payment, is listed below. If you disagree with the information in your Notice of Settlement Award, you may submit a dispute, along with any supporting documentation, to <<ADMINISTRATOR CONTACT INFO>>. Any disputes, along with supporting documentation, must be postmarked no later than <<RESPONSE DEADLINE>>. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

If you choose to dispute the number of Class Workweeks or PAGA Pay Periods credited to you, you must submit a written dispute to the Settlement Administrator, postmarked no later than <<RESPONSE DEADLINE>>. The dispute must: (a) contain your full name, address, and last four digits of your Social Security number; (b) be signed by you; (c) reference the Action by its name and case number as it appears on the first page of this Class Notice; (d) contain a statement clearly indicating that you dispute the number of Pay Periods that are credited to you and the number of pay periods that you believe should be credited to you; and (e) attach supporting documentation, if any, that you may have.

The Settlement Administrator will inform Class Counsel and Defendant's Counsel should it receive a dispute. Defendant will manually review its payroll and personnel records related to you to verify the correct number of Class Workweeks and/or PAGA Pay Periods. Defendant's Counsel and Class Counsel will jointly determine how the dispute should be resolved. If they are unable to jointly resolve the dispute, the Settlement Administrator will present the dispute for final resolution by the Court in advance of the Final Approval Hearing.

According to Defendant's records:

- (a) you worked for Defendant in California from [REDACTED] to [REDACTED];
- (b) you worked [REDACTED] workweeks between February 3, 2022, and June 2, 2024, for Defendant;
- (c) you worked [REDACTED] workweeks between April 20, 2022, and June 2, 2024, for Defendant; and

Based on the above, your Settlement Award is estimated at \$[REDACTED]. The average Settlement Award is estimated at \$XXXX. The lowest Settlement Award to a Class Member is estimated at \$XXXX. The highest Settlement Award to a Class Member is estimated at \$XXXX.

Exclude Yourself from the Class Portion of the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself from the class portion of the settlement by sending to the Settlement Administrator a signed "Opt-Out Notice" postmarked no later than <<RESPONSE DEADLINE>>, containing (a) your full name, address, and last four digits of your Social Security number; (b) your signature; (c) a reference to the Action by its name; and (d) a statement clearly indicating that you seek to be excluded from the Settlement. If you worked during the PAGA Period as a non-exempt employee of Solar Turbines as well, then you will be deemed an "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") regardless of whether you opt out of the class portion of the settlement. In other words, you cannot exclude yourself from the PAGA portion of the settlement.

Send the Request for Exclusion directly to the Settlement Administrator at <<ADMINISTRATOR CONTACT INFO>>. Any person who submits a timely Request for Exclusion shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class Member, and shall be barred from participating in any portion of the Settlement. However, you may not opt out of the PAGA Settlement, and you will still be entitled to a portion of the PAGA Amount as described above. **Do not submit both a Dispute and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it (with the exception of the PAGA Settlement, which you may not object to), you may mail a written statement

1 explaining your objection to the Settlement Administrator at <<ADMINISTRATOR CONTACT INFO>>. Written
2 objections must be postmarked on or before <<RESPONSE DEADLINE>>.

3 Alternatively, or in addition to a written objection, you may also appear at the Final Approval Hearing to make an oral
4 objection. The Final Approval Hearing is scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> in
5 Department C-71 of the San Diego County Superior Court, located at 330 West Broadway, San Diego, CA 32101. You
6 have the right to appear either remotely, in person, or through your own attorney at this hearing, although you do not need
to appear at the Final Approval Hearing for your objection to be considered. If you would like more information about
appearing remotely, you may consult the San Diego Superior Court website at <https://www.sdcourt.ca.gov/virtualhearings>.
If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement,
you will be bound by the terms of the Settlement in the same way as Settlement Class Members who do not object.

7 *What is the next step?*

8 The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL
9 APPROVAL HEARING DATE/TIME>>, in Department C-71 of the San Diego County Superior Court, located at 330
10 West Broadway, San Diego, CA 32101. The location, date, and time of the Final Approval Hearing may be moved. You
may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing.
The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs
and expenses, the enhancement payment to the Class Representative, the Settlement Administrator's costs, and the amount
related to the PAGA civil penalties. **You are not required to attend the Final Approval Hearing, although any
11 Settlement Class Member is welcome to attend the hearing either remotely or in person.**

12 *How can I get additional information?*

13 This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may view the case file online
14 at <https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords> and entering the case number (which is 37-
2023-00016512-CU-OE-CTL). You may access the case file in person at the Civil Department of the San Diego County
15 Superior Court, located at 330 West Broadway, San Diego, CA 32101. This case is assigned to Department C-71 of the
Hall of Justice, located at 330 West Broadway, San Diego, CA 32101. The Settlement Agreement is attached as Exhibit A
16 to the Declaration of Fletcher W. Schmidt In Support of Plaintiff's Motion for Preliminary Approval of Class Action
Settlement filed on <<Date of Preliminary Approval Filing>>. You may also contact Class Counsel using the contact
17 information listed above for more information.

18 **PLEASE DO NOT CALL OR WRITE THE COURT, SOLAR TURBINES, OR ITS ATTORNEYS FOR INFORMATION
19 ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS**

20 *REMINDER AS TO TIME LIMITS*

21 The deadline for submitting a Dispute, Request for Exclusion, or Objection is <<RESPONSE DEADLINE>>.

22 **BY ORDER OF THE COURT ENTERED ON <<PRELIM APPROVAL DATE>>.**

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EXHIBIT B

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

**RONALD FIGUEROA, as an individual
and on behalf of all others similarly
situated,**

Plaintiff,

v.

**SOLAR TURBINES INCORPORATED, a
Delaware corporation; and DOES 1
through 100,**

Defendants..

CASE NO.: 37-2023-00016512-CU-OE-CTL

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date:
Hearing Time:

Judge: Hon. Gregory W. Pollack
Dept.: 71

Date Action Filed: April 20, 2023
Trial Date: Not set

This matter, having come before the Honorable Gregory W. Pollack of the Superior Court of the State of California, in and for the County San Diego, on _____[DATE], for the motion by Plaintiff Ronald Figueroa ("Plaintiff") for preliminary approval of the class and PAGA settlement with Defendant Solar Turbines Incorporated ("Defendant"). The Court, having considered the briefs, argument of counsel and all matters presented to the Court and good cause appearing, hereby GRANTS Plaintiff's Motion for Preliminary Approval of the Class Action and PAGA Settlement.

1 **IT IS HEREBY ORDERED:**

2 1. The Court preliminarily approves the Class Action and PAGA Settlement Agreement
3 ("Agreement") attached as Exhibit ____ to the Declaration of _____ in Support of Plaintiff's
4 Motion for Preliminary Approval of Class Action Settlement. This is based on the Court's
5 determination that the Settlement set forth in the Agreement is within the range of possible final
6 approval, pursuant to the provisions of Section 382 of the California Code of Civil Procedure and
7 California Rules of Court, rule 3.769.

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

10 3. The Gross Settlement Amount is Two Million Eight Hundred Thousand Dollars
11 (\$2,800,000). It appears to the Court on a preliminary basis that the settlement amount and terms are
12 fair, adequate and reasonable as to all potential Class Members when balanced against the probable
13 outcome of further litigation and the significant risks relating to certification, liability and damages
14 issues. It further appears that investigation and research have been conducted such that counsel for
15 the Parties are able to reasonably evaluate their respective positions. It further appears to the Court
16 that settlement at this time will avoid substantial additional costs by all Parties, as well as avoid the
17 delay and risks that would be presented by the further prosecution of the Action. It further appears
18 that the Settlement has been reached as the result of serious and non-collusive, arms-length
19 negotiations. The Court therefore preliminarily finds that the Settlement is fair, adequate, and
20 reasonable when balanced against the probable outcome of further litigation and the significant risks
21 relating to certification, liability, and damages issues.

22 4. The Agreement specifies for an attorneys' fees award not to exceed one-third of the
23 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$60,000, and
24 proposed Class Representative Service Payment to Plaintiff in an amount not to exceed \$7,500 each.
25 The Court will not approve the amount of attorneys' fees and costs, nor the amount of any service
26 award, until the Final Approval Hearing.

27 5. The Court recognizes that Plaintiff and Defendant stipulate and agree to certification
28 of a class for settlement purposes only. This stipulation will not be deemed admissible in this or any

1 other proceeding should this Settlement not become final. For settlement purposes only, the Court
2 conditionally certifies the following Class: “all current and former non-exempt employees of
3 Defendant in California who worked during the Class Period.” The Class Period is February 3, 2022
4 through June 2, 2024 (the “Class Period”).

5 6. The Court concludes that, for settlement purposes only, the Class meets the
6 requirements for certification under section 382 of the California Code of Civil Procedure in that: (a)
7 the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable;
8 (b) common questions of law and fact predominate, and there is a well-defined community of interest
9 amongst the members of the Class with respect to the subject matter of the litigation; (c) the claims of
10 the Plaintiff are typical of the claims of the members of the Class; (d) the Plaintiff can fairly and
11 adequately protect the interests of the members of the Class; (e) a class action is superior to other
12 available methods for the efficient resolution of this controversy; and (f) counsel for the Class is
13 qualified to act as counsel for the Class and the Plaintiff are adequate representatives of the Class.

14 7. The Court provisionally appoints Plaintiff as the representatives of the Class. The
15 Court provisionally appoints Fletcher Schmidt and Andrew Rowbotham of Haines Law Group, APC
16 as Class Counsel for the Class.

17 8. The Court hereby approves, as to form and content, the Court Approved Notice of
18 Proposed Settlement of Class Action and Hearing Date for Final Court Approval (“Class Notice”)
19 attached to the Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and
20 accurately inform the Class of all material elements of the proposed Settlement, of the Class Members’
21 right to be excluded from the Class by submitting a written opt-out request, and of each Class
22 Member’s right and opportunity to object to the Settlement. The Court further finds that the
23 distribution of the Class Notice substantially in the manner and form set forth in the Agreement and
24 this Order meets the requirements of due process, is the best notice practicable under the
25 circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The Court
26 orders the mailing of the Class Notice by first class mail, pursuant to the terms set forth in the
27 Agreement.
28

1 9. The Court hereby appoints Apex as Administrator. No later than ten (10) business days
2 after preliminary approval of the Settlement by the Court, Defendant shall provide to the Administrator
3 an electronic spreadsheet with the Class Data. The Administrator will perform address updates and
4 verifications as necessary prior to the mailing of the Class Notice. Using best efforts to mail it as soon
5 as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will
6 mail the Class Notice Packets to all Class Members via first-class U.S. Mail. Before mailing Class
7 Notices, the Administrator shall update Class Member addresses using the National Change of
8 Address database.

9 10. The Court hereby preliminarily approves the proposed procedure for exclusion from
10 the Settlement. Any Class Member may individually choose to opt out of and be excluded from the
11 Class as provided in the Class Notice by following the instructions for requesting exclusion from the
12 Class that are set forth in the Class Notice. All Requests for Exclusion must be postmarked by no later
13 than the Response Deadline, which is sixty (60) calendar days after the date of the mailing of the Class
14 Notice and be received by the Administrator. If the Class Notice Packet is re-mailed, the Response
15 Deadline will be extended an additional 14 days. Any such person who chooses to opt out of and be
16 excluded from the Class will not be entitled to any recovery under the Settlement and will not be bound
17 by the class portion of the Settlement or have any right to object, appeal or comment thereon. Class
18 Members who have not requested exclusion shall be bound by all determinations of the Court, the
19 Agreement and the Judgment. A Request for Exclusion may only opt out that particular individual,
20 and any attempt to effect an opt out of a group, class, or subclass of individuals is not permitted and
21 will be deemed invalid. Subject to the Court's final approval of the Settlement, the Aggrieved
22 Employees will be paid their allocation of the PAGA Penalties and will remain bound by the release
23 of the Released PAGA Claims in the Agreement regardless of their Request for Exclusion as there is
24 no right for Aggrieved Employees to opt of the settlement of the PAGA claims.

25 11. Any Class Member who has not opted out ("Participating Class Member") may appear
26 at the final approval hearing and may object or express the Member's views regarding the Settlement
27 and may present evidence and file briefs or other papers that may be proper and relevant to the issues
28 to be heard and determined by the Court as provided in the Notice. Participating Class Members will

1 have until the Response Deadline, which is sixty (60) calendar days from the date of the mailing of
2 the Class Notices, to submit their written objections to the Administrator in accordance with the
3 instructions in the Class Notice. If the Class Notice Packet is re-mailed, the Response Deadline for
4 written objections will be extended an additional 14 days. Alternatively, Participating Class Members
5 may appear at the Final Approval Hearing to make an oral objection.

6 12. A Final Approval Hearing shall be held before this Court on _____
7 _____ 2025, at ____ in Department 71 at the San Diego County Superior Court to determine
8 all necessary matters concerning the Settlement, including: whether the proposed settlement of the
9 Action on the terms and conditions provided for in the Agreement is fair, adequate and reasonable and
10 should be finally approved by the Court; whether the Final Approval Order and Judgment should be
11 entered herein; whether the plan of allocation contained in the Agreement should be approved as fair,
12 adequate and reasonable to the Class Members; and to finally approve attorneys' fees and costs, the
13 service awards, and the expenses of the Administrator. All papers in support of the motion for final
14 approval and for attorneys' fees, costs and service awards, to be heard at the Final Approval Hearing,
15 shall be filed with the Court and served on all counsel no later than sixteen (16) court days before the
16 hearing.

17 13. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder
18 shall be construed as a concession or admission by Defendant in any way that the claims asserted have
19 any merit or that this Action was properly brought as a class or representative action, and shall not be
20 used as evidence of, or used against Defendant as, an admission or indication in any way, including
21 with respect to any claim of any liability, wrongdoing, fault or omission by Defendant or with respect
22 to the truth of any allegation asserted by any person. Whether or not the Settlement is finally approved,
23 neither the Settlement, nor any exhibit, document, statement, proceeding or conduct related to the
24 Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted
25 in evidence as, received as or deemed to be evidence for any purpose adverse to the Defendant,
26 including, but not limited to, evidence of a presumption, concession, indication or admission by
27 Defendant of any liability, fault, wrongdoing, omission, concession or damage.
28

1 14. In the event the Settlement does not become effective in accordance with the terms of
2 the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to become
3 effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties
4 shall revert to their respective positions as of before entering into the Agreement, and expressly reserve
5 their respective rights regarding the prosecution and defense of this Action, including all available
6 defenses and affirmative defenses, and arguments that any claim in the Action could not be certified
7 as a class action and/or managed as a representative action. In such an event, the Court's orders
8 regarding the Settlement, including this Order, shall not be used or referred to in litigation for any
9 purpose.

10 15. The Court reserves the right to adjourn or continue the date of the final approval hearing
11 and all dates provided for in the Agreement without further notice to Class Members and retains
12 jurisdiction to consider all further applications arising out of or connected with the proposed
13 Settlement.

14 16. The Action is stayed and all trial and related pre-trial dates are vacated, subject to
15 further orders of the Court at the Final Approval Hearing.

16 **IT IS SO ORDERED.**

17
18 Dated: _____

HON. GREGORY W. POLLACK
JUDGE, SUPERIOR COURT OF CALIFORNIA

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EXHIBIT 2

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

April 20, 2023

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Ronald Figueroa v. Solar Turbines Incorporated*

To Whom It May Concern:

Please be advised that this law firm represents Mr. Ronald Figueroa (“Mr. Figueroa”) in claims arising from his employment with Solar Turbines Incorporated and Does 1 through 100 (“Defendants”). Mr. Figueroa is an “aggrieved employee” within the meaning of Labor Code section 2699.3 as to all of the violations alleged herein. *See Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 754 (“any Labor Code penalties recoverable by state authorities may be recovered in a PAGA action by a person who was employed by the alleged violator and affected by at least *one* of the violations alleged in the complaint.”) (emphasis added). The purpose of this letter is to comply with Labor Code § 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, “aggrieved employees” includes all of Defendants’ non-exempt employees who worked for Defendants in California during the one year immediately preceding the date of this letter through the present.

Defendants manufacture industrial gas turbines for use by several industries, including the military and hospitals. Mr. Figueroa was employed by Defendants as a non-exempt “Welder” in Kearny Mesa, California. Mr. Figueroa initially worked for Defendants from approximately 2014 to 2015 and later from approximately 2017 to January 2023. Mr. Figueroa’s primary job duties consisted of inspecting, measuring, and cutting metal parts and then welding the metal parts with a TIG welding torch.

During Mr. Figueroa’s employment with Defendants, Defendants failed to compensate Mr. Figueroa and other aggrieved employees for all hours actually worked, resulting in unpaid minimum wages and additional unpaid overtime wages. Specifically, Defendants required that Mr. Figueroa clock-in and out through an electronic timekeeping system on a computer located at Defendants’ worksite, which recorded Mr. Figueroa’s clock-in and clock-out times to the minute. Mr. Figueroa was required to park in Defendants’ gated parking lot, walk approximately 8 minutes to his department to clock in on a computer, and then present himself to his workstation. Mr. Figueroa was not

compensated for the time he was required to walk from the parking lot to clock in. Moreover, Defendants rounded and/or time-shaved Mr. Figueroa and other aggrieved employees' hours. For example, when Mr. Figueroa and other aggrieved employees clocked in earlier than their scheduled shift or clocked out after their scheduled shift end time, Defendants' supervisors manually adjusted Mr. Figueroa and other employees' hours to reflect their scheduled start and end times, thereby underreporting the actual time Mr. Aguilera and other aggrieved employees worked. Defendants' supervisors also deducted 30-minutes from Mr. Aguilera's timecards for meal periods, without verifying if Mr. Aguilera received timely and uninterrupted meal periods. As such, Defendants maintained timekeeping policies and practices that rounded and/or time-shaved Mr. Aguilera's hours, which resulted in Plaintiff not being compensated for all hours actually worked. Due to Defendants' timekeeping policies and practices that fail to compensate for all hours worked, Mr. Figueroa and other aggrieved employees were deprived of all required minimum wages. *See Camp v. Home Depot U.S.A., Inc.* (2022) 84 Cal.App.5th 638, 654 ("[I]f an employer, as in this case, can capture and has captured the exact amount of time an employee has worked during a shift, the employer must pay the employee for "all the time" worked."). Further, on occasions when Mr. Figueroa worked over eight hours in a day and/or forty hours in a workweek, this process of time-shaving or rounding also deprived him of all overtime wages owed. As such, Mr. Figueroa and other aggrieved employees were not credited with all hours actually worked and were not paid all minimum and overtime wages earned.

During Mr. Figueroa's employment with Defendants, Mr. Figueroa worked in excess of 8 hours per workday and/or more than 40 hours per workweek but did not receive overtime compensation equal to one and one-half times his regular rate of pay for working overtime hours. Specifically, Defendants paid Mr. Figueroa and other aggrieved employees non-discretionary incentive pay and/or other forms of pay that are not excludable from an employee's "regular rate" of compensation including but not limited to annual bonuses and payments denoted as "RECOGNITION AWARD" (hereinafter referred to collectively as "Incentive Pay"). As a result of paying Mr. Figueroa and other aggrieved employees Incentive Pay, Defendants failed to properly calculate the regular rate of pay, resulting in unpaid overtime wages.

Defendants also failed to provide Mr. Figueroa and other aggrieved employees with all legally-compliant meal periods due to Defendants' unlawful meal period policies/practices that failed to provide timely, duty-free 30-minute first meal periods commencing before the end of the fifth hour of work and any second duty-free, 30-minute meal periods when they worked shifts in excess of 10.0 hours. For example, Mr. Figueroa's shifts were scheduled from 4:00 a.m. until 2:30 p.m., yet Defendants did not provide first meal periods until 10:00 a.m., after the conclusion of the fifth hour of work. Defendants also failed to provide any second meal periods to Mr. Figueroa and other aggrieved employees when they worked shifts over 10.0 hours. Moreover, Mr. Figueroa and other aggrieved employees were not permitted to clock in and out for their meal periods. Rather, Defendants' supervisors manually deducted 30-minutes from Mr. Figueroa and other aggrieved employees' timecards without verifying if Mr. Figueroa and other aggrieved

employees received an uninterrupted and timely 30-minute meal period. As a result of Defendants' meal period practices and policies, Mr. Figueroa and other aggrieved employees were not provided with all lawful meal periods to which they were entitled.

On occasions when Mr. Figueroa and other aggrieved employees were not provided with all lawful meal periods to which they were entitled, Defendants failed to pay Mr. Figueroa and other aggrieved employees an additional hour of premium pay at their respective regular rates of pay for each workday in which a meal period violation occurred, as required by Labor Code § 226.7. In the event Defendants paid meal period premiums, Defendants failed to properly include Incentive Pay into the regular rate of pay, resulting in underpaid meal period premiums. Based on the foregoing, Plaintiff and other aggrieved employees were not compensated for all required meal period premiums. Upon information and belief, during at least a portion of the relevant time period, Defendants failed to maintain pay codes for the payment of meal period premium payments as required by Labor Code § 226.7.

Defendants also failed to pay Mr. Figueroa and other aggrieved employees all sick pay wages owed to them. Defendants' policies and practices dictated that sick pay payments be made at an employee's base rate of pay, as opposed to their regular rate of pay. Because Mr. Figueroa and other aggrieved employees received Incentive Pay that was required to be included in their regular rate of pay, but were not, Mr. Figueroa and other aggrieved employees have not been paid all sick pay wages owed to them.

As a result of Defendants' failure to pay all overtime wages, minimum wages, meal period premium wages, and sick pay wages owed, Defendants failed to pay all final wages owed to Plaintiff and other aggrieved employees upon their respective separations from employment.

Due to the extreme heat experienced inside Defendants' warehouse where Mr. Figueroa and other aggrieved employees worked, Defendants failed to provide reasonably comfortable temperatures in work areas consistent with industry-wide standards for the nature of the work performed. Specifically, the machinery used in the warehouse, including the TIG welding torches, expelled heat, which combined with the outside temperature in the summer months to create temperatures of over 90 degrees Fahrenheit. Moreover, Defendants' overhead air excavators were frequently non-functional. As such, Defendants' failure to provide air conditioning during the summer exacerbated the extreme temperature conditions in the warehouse. As a result, Defendants failed to maintain reasonably comfortable work areas in violation of Wage Order 1, § 15 and California Labor Code § 558(a).

Overtime Wage Violations

Defendants were required to properly pay Mr. Figueroa and other aggrieved employees for all overtime hours worked pursuant to California Labor Code § 1194 and Wage Order 8. Wage Order 1, § 3 requires an employer to pay an employee "one and one-

half (1½) times the employee's regular rate of pay" for work in excess of 8 hours per work day and/or in excess of 40 hours of work in the workweek. Defendants caused Mr. Figueroa and other aggrieved employees to work overtime hours but did not compensate Mr. Figueroa or other aggrieved employees at one and one-half times their regular rate of pay for all such hours.

Minimum Wage Violations

Defendants failed to conform their pay practices to the requirements of the law. This unlawful conduct includes Defendants' failure to pay Mr. Figueroa and other aggrieved employees for all hours worked including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and Wage Order 1. Wage Order 1 § 4 and California Labor Code §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state law. California Labor Code § 1198 makes unlawful the employment of an employee under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide that an employer who has failed to pay its employees the legal minimum wage is liable to pay those employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount equal to the wages due and interest thereon.

Meal Period Violations

As alleged above, Defendants failed to provide Mr. Figueroa and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 1, § 11. As a result, Mr. Figueroa and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.").

Wage Statement Violations

Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Mr. Figueroa and other aggrieved employees with complete and accurate wage statements with respect to gross wages earned, total hours worked, net wages earned, all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, in violation of Labor Code § 226 *et seq.* Defendants' failures in furnishing Mr. Figueroa and other aggrieved employees with complete and accurate itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all overtime and minimum wages as well as meal period premium wages and deprived them of the information necessary to identify the discrepancies in Defendants' reported data and

whether they have been paid all wages earned.

Sick Time Pay Violations

Defendants were required to properly pay Mr. Figueroa and other aggrieved employees for all vested sick time at their regular rate of compensation pursuant to Labor Code § 246. Defendants compensated Mr. Figueroa and other aggrieved employees at their base rate of pay but did not compensate Mr. Figueroa or other aggrieved employees at their regular rate of pay for all such hours.

Excessive Heat and Cold Violations

Wage Order 1, § 15 establishes the right of employees to be provided a work environment of reasonable comfort consistent with industry-wide standards for the nature of the process and the work performed, and requires employers to employ all feasible means to reduce excessive heat. Labor Code Sections 558 and 1198 make it unlawful for any employer to maintain conditions of work which violate the Wage Order. Defendants have failed to take adequate steps to prevent excessive heat and provide a work environment of reasonable comfort due to the excessive temperatures that are reached inside of its warehouses and trailers, and are liable for civil penalties as a result.

Waiting Time Penalties

Labor Code §§ 201-203 require an employer to pay all wages earned immediately at the time of separation of employment in the event the employer discharges the employee, or if the employee provides at least 72 hours of notice of his/her intent to quit. In the event the employee provides less than 72 hours of his/her intent to quit, said employee's wages become due and payable no later than 72 hours upon said employee's last date of employment. Defendants failed to timely pay Mr. Figueroa and other aggrieved employees all final wages due to them at the time of their separation, which includes, among other things, overtime and minimum wages, meal period premium wages, and underpaid sick pay wages. Further, as a matter of uniform policy and practice, Defendants continue to fail to pay aggrieved employees all earned wages at the end of employment in a timely manner pursuant to Labor Code §§ 201-203. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203. Defendants' willful failure to timely pay Mr. Figueroa and other aggrieved employees their earned wages upon separation from employment, results in a continued payment of wages up to thirty (30) days from the time the wages were due.

As an "aggrieved employee," Mr. Figueroa will initiate a civil action on behalf of himself and other aggrieved employees to recover damages, statutory penalties, and civil penalties (including an amount equal to the unpaid wages) resulting from the wage and hour violations alleged herein. Based on Mr. Figueroa's own investigation, and on information and belief, Defendants committed and continue to commit the following Labor Code violations:

- a. Defendants violated Labor Code §§ 204, 510, 558, 1194 and 1198 by failing to pay Mr. Figueroa and other aggrieved employees all overtime compensation earned;
- b. Defendants violated Labor Code §§ 1182.12, 1194, 1194.2, and 1197 by failing to pay Mr. Figueroa and other aggrieved employees the statutory minimum wage for all hours worked;
- c. Defendants violated Labor Code §§ 226.7, 512, 558, and 1198 by failing to provide meal periods as required by law and failing to pay meal period premiums to Mr. Figueroa and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations;
- d. Defendants violated Labor Code § 226 by failing to furnish Mr. Figueroa and other aggrieved employees with accurate and compliant itemized wage statements;
- e. Defendants violated Labor Code § 246 by failing to pay Mr. Figueroa and other aggrieved employees sick time pay at their regular rate of compensation;
- f. Defendants violated Labor Code §§ 558(a) and 1198 by failing to provide Mr. Figueroa and other aggrieved employees reasonably comfortable temperatures in work areas consistent with industry-wide standards for the nature of the work performed;
- g. Defendants violated Labor Code §§ 201-203 by failing to timely pay all final wages due to Mr. Figueroa and other aggrieved employees;
- h. Defendants violated Labor Code § 204 by failing to pay Mr. Figueroa and other aggrieved employees all wages earned at least twice during each calendar month.
- i. Defendants violated Labor Code §§ 558 and 1174 by failing to maintain accurate records on behalf of Mr. Figueroa and aggrieved employees.

LWDA
April 20, 2023
Page 7 of 7

Pursuant to Labor Code § 2699.3, please notify us and Defendants if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC

A handwritten signature in blue ink, appearing to read 'F. W. Schmidt', is positioned above the printed name.

Fletcher W. Schmidt

cc: Solar Turbines Incorporates, c/o Becky DeGeorge, Agent for Service of Process,
(via certified mail)

PROOF OF ACCEPTANCE (ELECTRONIC)

PRODUCED DATE: 04/21/2023

HAINES LAW GROUP:

The following is information for Certified Mail™/RRE item number:

9214 8901 9403 8311 8970 25

Our records indicate that this item was accepted by the USPS at:

SHIPMENT RECEIVED ACCEPTANCE PENDING EL SEGUNDO,CA 90245 04/20/2023

ORIGINAL INTENDED RECIPIENT:

SOLAR TURBINES INCORPORATED

C/O: BECKY DEGEORGE AGENT FOR SERVICE OF PROCESS

2710 GATEWAY OAKS DR STE 150N

SACRAMENTO CA 95833-3502

JR

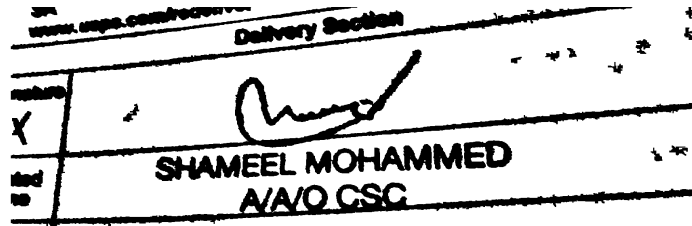
Mailer: Haines Law Group

Date Produced: 05/01/2023

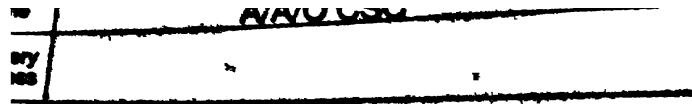
ConnectSuite Inc.:

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 9403 8311 8970 25. Our records indicate that this item was delivered on 04/24/2023 at 11:49 a.m. in SACRAMENTO, CA 95811. The scanned image of the recipient information is provided below.

Signature of Recipient :
(Authorized Agent)



Address of Recipient :



Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

This USPS proof of delivery is linked to the customers mail piece information on file as shown below:

SOLAR TURBINES INCORPORATED
C/O: BECKY DEGEORGE AGENT FOR SERVICE OF PROCESS
STE 150N
2710 GATEWAY OAKS DR
SACRAMENTO CA 95833-3502

Customer Reference Number: C4144268.24724878

Return Reference Number JR

EXHIBIT 3