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Attorneys for Plaintiff MARK RIVAS

[Additional Counsel listed on page 2]

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
SAN DIEGO DIVISION

MARK RIVAS, individually, and on
behalf of other aggrieved employees
pursuant to the California Private
Attorneys General Act,

Plaintiff,

v.

SOLV ENERGY, LLC, a Delaware
limited liability company; and DOES 1
through 100, inclusive,

Defendants.

Case No. 23-cv-2330-LL-DEB

**STIPULATION FOR APPROVAL
OF PAGA SETTLEMENT AND
DISMISSAL OF ACTION**

Trial Date: None Set
Complaint Filed: October 17, 2023

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10 *Attorneys for Defendant*
SOLV ENERGY, LLC
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STIPULATION OF SETTLEMENT AND REQUEST FOR DISMISSAL

Defendant SOLV ENERGY, LLC (“Defendant”) and Plaintiff MARK RIVAS (“Plaintiff”) (collectively the “Parties”), by and through their counsel of record, jointly seek: (1) the Court’s approval of their Settlement Agreement and the payment described therein resolving Plaintiff’s individual claim for relief under the California Private Attorneys General Act (California Labor Code section 2698 et seq.) (“PAGA”); (2) dismissal of Plaintiff’s individual claims with prejudice; and (3) dismissal of the representative PAGA claims of Aggrieved Employees, other than those of Plaintiff, without prejudice; and (4) all Parties bearing their respective fees and costs except as expressly provided in the PAGA Settlement Agreement.

1. On August 10, 2023, Plaintiff filed a notice with the Labor and Workforce Development Agency (“LWDA”) under the California Private Attorneys General Act (“PAGA”) asserting various alleged Labor Code and wage and hour violations, which was also sent to Defendant (the “PAGA Notice”).

2. On October 17, 2023, Plaintiff filed a lawsuit against Defendant in the Superior Court for the County of San Diego, which was designated as Case No. 37-2023-00045389-CU-OE-CTL, asserting a single claim for Violation of PAGA based on the following alleged Labor Code violations: (1) failure to provide required meal periods; (2) failure to provide required rest periods; (3) failure to pay overtime wages; (4) failure to pay minimum wages; (5) failure to timely pay wages during employment; (6) failure to pay all wages due to discharged and quitting employees; (7) failure to maintain required records; (8) failure to furnish accurate, itemized wage statements; and (9) failure to reimburse necessary business-related expenses and costs.

3. On December 22, 2023, Defendant removed the lawsuit to the United States District Court for the Southern District of California, which was ultimately designated as Case No. 3:23-cv-02330-LL-DEB and eventually assigned to Judge Linda Lopez (the “Lawsuit”).

1 4. By way of the Lawsuit, the PAGA Notice and otherwise, Plaintiff has
2 asserted and threatens to assert: (i) claims on behalf of himself, the State of California,
3 and other California employees as alleged in the Lawsuit; and (ii) claims on his own
4 behalf not alleged in the Lawsuit pertaining to his employment with Defendant
5 (“Individual Claims”).

6 5. Defendant denies any and all liability in this Lawsuit. Defendant maintains
7 that it had, and continues to have, legally-compliant employment practices throughout
8 the statutory period in California. Defendant does not admit that it ever violated any
9 provision of the California Labor Code, including, but not limited to, those sections for
10 which Plaintiff seeks relief, or of any other law. However, the Parties desire to resolve
11 all of Plaintiff’s individual claims against Defendant and to no longer proceed with this
12 Lawsuit. This Settlement was reached after extensive negotiations and an exchange of
13 relevant information. The Parties believe and agree that this Settlement is a fair,
14 adequate, and reasonable resolution of the Action and have arrived at this Settlement in
15 arms-length negotiations, taking into account all relevant factors, present and potential.

16 6. The “Effective Date” of the PAGA Settlement is the date by which all of
17 the following have occurred:

- 18 a. The Court approves the PAGA Settlement; and
19 b. The Court issues an order dismissing the Action with prejudice as to
20 Plaintiff’s Individual Claims and without prejudice as to the
21 Aggrieved Employees’ representative PAGA claim.

22 7. A true and accurate copy of the Parties’ PAGA Settlement Agreement for
23 which they seek Court approval is attached as **Exhibit A**.

24 8. If approved, the PAGA Settlement will be reported to the LWDA in
25 conformance with Labor Code section 2699(s).

26 9. The Parties separately negotiated a settlement of Plaintiff’s Individual
27 Claims, including a general release of claims and a Civil Code section 1542 waiver, for
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1 which additional consideration is being provided and which is memorialized in a
2 separate Confidential Settlement Agreement and Release of Individual Claims.

3 10. In exchange for the consideration, undertakings and covenants undertaken
4 by Defendant in the PAGA Settlement, Plaintiff will release Defendant and all of its
5 current and former direct and indirect parents, subsidiaries, affiliated and related
6 companies and entities, and all of its/their current and former officers, directors,
7 employees, insurers, reinsurers, attorneys, and agents (together the "Releasees") of and
8 from all manner of actions, suits, claims, damages, liabilities, penalties, arbitrations,
9 charges, claims for attorneys' fees, interest, expenses and costs, judgments, awards,
10 orders, executions or demands of any nature whatsoever, whether known or unknown,
11 suspected or unsuspected, against them or any of them, which Plaintiff ever had, now
12 has, or which Plaintiff or Plaintiff's heirs, assigns, executors or administrators hereafter
13 can, shall or may have arising under the California Private Attorneys General Act
14 (California Labor Code section 2698 et seq.) which includes but is not limited to claims
15 brought under the PAGA predicated upon California Labor Code Sections 201-204,
16 218.6, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, 2800, 2802, relevant
17 sections of the applicable Industrial Welfare Commission Wage Order, and/or any other
18 California Labor Code provisions that could have been asserted under the PAGA in
19 connection with the Lawsuit and/or PAGA Notice ("Released Claims"), including but
20 not limited to any claims for penalties, wages, interest and/or attorneys' fees and costs
21 thereon arising from any and all of the Released Claims.

22 11. Upon entry of the Order approving this PAGA Settlement, Plaintiff shall
23 be deemed to have fully, finally, and forever released, relinquished, and discharged each
24 and all of the Releasees from the Released Claims that arose prior the PAGA Settlement.

25 12. In consideration for Plaintiff's agreement to settle and release his
26 individual PAGA claim, Defendant agrees to pay one hundred dollars and zero cents
27 (\$100.00), of which: (1) \$75.00 (representing 75% of said \$100.00) will go to the
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1 LWDA; and (2) \$25.00 will be payable to “Mark Rivas” and shall represent payment
2 for PAGA penalties and for which a form 1099 shall issue. Counsel for Defendant shall
3 distribute said amounts to the LWDA and to Plaintiff no later than fourteen (14)
4 business days of the Court granting approval of the Effective Date.

5 13. The Parties have agreed to cooperate in obtaining an Order from the Court
6 approving this PAGA Settlement at the earliest possible date. It is the Parties’ intent
7 that this Stipulation and Proposed Order satisfy the requirements of California Labor
8 Code section 2699(s)(2). However, the Parties agree to use their best efforts to expedite
9 the preparation and submission of whatever additional documents the Court may
10 require, if any, in order to approve this PAGA Settlement. The Parties further agree to
11 fully cooperate in the drafting and/or filing of any further documents or filings
12 reasonably necessary to be prepared or filed, shall take all steps that may be requested
13 by the Court relating to, or that are otherwise necessary to the approval and
14 implementation of this Settlement. The Court’s approval of the Settlement is a
15 condition of the enforceability of this PAGA Settlement. If the Court should for any
16 reason fail to approve the Settlement, then (a) the Settlement shall be considered null
17 and void, (b) neither the Settlement nor any of the related negotiations or proceedings
18 shall be of any force or effect, and (c) all Parties to the Settlement shall stand in the
19 same position, without prejudice, as if the Agreement had been neither entered into nor
20 filed with the Court.

21 14. The PAGA Settlement and compliance with the PAGA Settlement
22 Agreement shall not be construed as an admission by Defendant of any liability
23 whatsoever, or as an admission by Defendant of any violations of Plaintiff’s (nor any
24 allegedly Aggrieved Employees’) rights, violation of any order, law, statute, duty or
25 contract whatsoever. Defendant specifically disclaims any liability to Plaintiff or any
26 other Aggrieved Employee for any alleged violation of his/her rights, or for any alleged
27 violation of any order, law, statute, duty or contract.

15. Neither the PAGA Settlement nor any of its terms shall be offered or used as evidence by any of the Parties, or their respective counsel in the Lawsuit or in any other action or proceeding; provided, however, this shall not prevent the PAGA Settlement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize the PAGA Settlement.

16. The PAGA Settlement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm or other entity.

17. Defendants and Plaintiff shall each bear their own attorney's fees and costs except as expressly agreed in the settlement of Plaintiff's Individual Claims.

18. The Parties agree that upon the occurrence of the dismissal of this Lawsuit pursuant to the terms of the PAGA Settlement and this Stipulation, the PAGA Settlement shall be enforceable by the Court and the Court shall retain exclusive and continuing equity jurisdiction of this Lawsuit over all Parties and Aggrieved Employees to interpret and enforce the terms, conditions, and obligation of the Agreement.

IT IS SO STIPULATED.

Dated: November 6, 2024

LAWYERS for JUSTICE, PC

/s/ Brittany Shaw
BRITTANY SHAW
Attorneys for Plaintiff MARK RIVAS
individually and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General
Act

1 Dated: November 6, 2024

LITTLER MENDELSON P.C.

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3
4 /s/ Rachael Lavi

Elizabeth Staggs Wilson
Rachael Lavi
James Payer
Attorneys for Defendant
SOLV ENERGY, LLC

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9 I, Brittany Shaw, am the ECF User whose identification and password are being
10 used to file this Stipulation. In compliance with Local Rule 5-4.3.4(a)(2)(i), I hereby
11 attest that Defendant's counsel concurred in this filing and has authorized the filing.

12 By: /s/ Brittany Shaw

13 4864-6098-6603.1 / 115446-1004
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EXHIBIT A

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

This Private Attorneys General Act Settlement and Release Agreement (“Agreement”) is made and entered into by Plaintiff MARK RIVAS (“Plaintiff”) and Defendant SOLV Energy, LLC (“Defendant”) (sometimes referred to collectively as “Parties”).

RECITALS

A. WHEREAS, Plaintiff’s employment with Defendant ended in May 2023;

B. WHEREAS, on August 10, 2023, Plaintiff filed a notice with the Labor and Workforce Development Agency (“LWDA”) under the California Private Attorneys General Act (“PAGA”) asserting various alleged Labor Code and wage and hour violations, which was also sent to Defendant (the “PAGA Notice”);

C. WHEREAS, on October 17, 2023, Plaintiff filed a lawsuit against Defendant in the Superior Court for the County of San Diego, which was designated as Case No. 37-2023-00045389-CU-OE-CTL, asserting a single claim for Violation of PAGA based on the following alleged Labor Code violations: (1) failure to provide required meal periods; (2) failure to provide required rest periods; (3) failure to pay overtime wages; (4) failure to pay minimum wages; (5) failure to timely pay wages during employment; (6) failure to pay all wages due to discharged and quitting employees; (7) failure to maintain required records; (8) failure to furnish accurate, itemized wage statements; and (9) failure to reimburse necessary business-related expenses and costs;

D. WHEREAS, on December 22, 2023, Defendant removed the lawsuit to the United States District Court for the Southern District of California, which was ultimately designated as Case No. 3:23-cv-02330-LL-DEB and eventually assigned to Judge Linda Lopez (the “Lawsuit”);

E. WHEREAS, by way of the Lawsuit, the PAGA Notice and otherwise, Plaintiff has asserted and threatens to assert claims on behalf of himself, the State of California, and other California employees as alleged in the Lawsuit;

F. WHEREAS, Defendant contends it has satisfied all of its obligations to Plaintiff and the allegedly aggrieved employees he seeks to represent, as Defendant has paid all wages and benefits, including overtime, minimum wages, meal and rest period premiums, necessary business-related expenses and costs, due and owing to them and Defendant denies all of Plaintiff’s allegations in the Lawsuit and PAGA Notice;

G. WHEREAS, there is a bona fide good faith dispute between Plaintiff and Defendant as to the merits of Plaintiff’s asserted and threatened claims under the PAGA;

H. WHEREAS, the Parties desire to fully and finally resolve and settle Plaintiff’s individual PAGA claim arising out of Plaintiff’s employment with and separation from Defendant and association with Defendant;

I. WHEREAS, Plaintiff is not pursuing a representative PAGA claim on behalf of other individuals;

NOW THEREFORE IN CONSIDERATION of the promises and covenants contained in this Agreement, Plaintiff and Defendant agree to the following:

1. **Definition of Releasees:** References in this Agreement to “Releasees” shall include Defendant and all of its current and former direct and indirect parents, subsidiaries, affiliated and related companies and entities, and all of its/their current and former officers, directors, employees, insurers, reinsurers, attorneys, and agents.

2. **Approval of PAGA Settlement And Dismissal Of Action As Condition Precedent:** In conjunction with this PAGA Settlement Agreement, the Parties are filing with the Court a Stipulation for Approval of PAGA Settlement And Dismissal of Action (“PAGA Settlement and Stipulation”) by which the Parties resolve, settle and discharge the Lawsuit on an individual basis with prejudice and dismissing the representative claims without prejudice subject to Court approval. This Agreement is contingent upon execution by the Parties and approval by the Court of the PAGA Settlement and Stipulation. The Court’s unconditional approval of the PAGA Settlement and Stipulation approving the PAGA settlement and dismissing the Lawsuit as set forth above is an express condition precedent to Defendant and Plaintiff’s obligations under this Agreement (including, but not limited to, all payment obligations). If the PAGA Settlement and Stipulation is not unconditionally approved by the Court, then: (1) this Agreement shall be null and void; (2) neither the Settlement nor any of the related negotiations or proceedings shall be of any force or effect; and (3) all Parties to the Settlement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court.

3. **Settlement Payment/Consideration:** In consideration for Plaintiff’s agreement to settle and release his individual PAGA claim, Defendant agrees to pay one hundred dollars and zero cents (\$100.00), of which: (1) \$75.00 (representing 75% of said \$100.00) will go to the LWDA; and (2) \$25.00 will be payable to “Mark Rivas” and shall represent payment for PAGA penalties and for which a form 1099 shall issue. Counsel for Defendant shall distribute said amounts to the LWDA and to Plaintiff no later than fourteen (14) business days of the Court granting approval of the Effective Date as defined in Paragraph 4. Plaintiff agrees that Defendant’s designation of settlement funds in the manner set forth in this paragraph is fully acceptable. Plaintiff further acknowledges that the foregoing constitutes an accord and satisfaction and a full and complete settlement of Plaintiff’s individual PAGA claim. Defendant’s payment set forth in this paragraph shall constitute the entire consideration to be provided to Plaintiff pursuant to this PAGA Settlement Agreement and for resolution of his individual PAGA claim. Plaintiff agrees not to seek any further compensation for any other claimed damage, costs or attorneys’ fees in connection with the matters encompassed in this PAGA Settlement Agreement.

4. **Effective Date:** The Effective Date of this PAGA Settlement Agreement is the date that the Court approves the PAGA Settlement and Stipulation as set forth in Paragraph 2 and enters an order dismissing the Action with prejudice as to Plaintiff’s Individual Claims and without prejudice as to the Aggrieved Employees’ representative PAGA claim. Plaintiff represents that he does not seek to pursue a PAGA claim on behalf of other aggrieved employees and therefore a dismissal with prejudice on behalf of other alleged “aggrieved employees” is not warranted. To the extent the Court does not approve the PAGA Settlement and Stipulation, the Parties and their counsel agree that they will cooperate with each other and use their best efforts to effectuate the PAGA Settlement to obtain Court approval for same.

5. **LWDA Notification:** Plaintiff will timely provide the notifications and submission to the LWDA as required by Labor Code section 2699(s).

6. **Taxes; Indemnification:** Plaintiff acknowledges and agrees that Defendant has not made any representations regarding the tax consequences of any payment made pursuant to this Agreement. Plaintiff agrees that he is responsible for payment of any and all taxes on the payments made pursuant to this Agreement. Plaintiff further agrees to indemnify, hold harmless and defend Defendant against any and all claims, demands, or liabilities that may be asserted by any governmental agency (including but not limited to any local, state or federal taxing authority or agency) against Defendant for any federal, state or local taxes or penalties that may be payable as a result of any payment made pursuant to this Agreement. In addition, Plaintiff agrees to pay any and all interest or penalties charged to or assessed against Defendant based on any payment made pursuant to this Agreement.

7. **Release of PAGA Claims:** To the greatest extent permitted by law, Plaintiff individually and on behalf of himself only freely, knowingly and voluntarily releases and forever discharges Defendant and the Releasees of and from all manner of actions, suits, claims, damages, liabilities, penalties, arbitrations, charges, claims for attorneys' fees, interest, expenses and costs, judgments, awards, orders, executions or demands of any nature whatsoever, whether known or unknown, suspected or unsuspected, against them or any of them, which Plaintiff ever had, now has, or which Plaintiff or Plaintiff's heirs, assigns, executors or administrators hereafter can, shall or may have arising under the California Private Attorneys General Act (California Labor Code section 2698 et seq.) which includes but is not limited to claims brought under the PAGA predicated upon California Labor Code Sections 201-204, 218.6, 226, 226.7, 510, 512, 551, 552, 558, 1174, 1194, 1197, 1197.1, 1198, 2800, 2802, relevant sections of the applicable Industrial Welfare Commission Wage Order, and/or any other California Labor Code provisions that could have been asserted under the PAGA in connection with the Lawsuit and/or PAGA Notice ("Released Claims"), including but not limited to any claims for penalties, wages, interest and/or attorneys' fees and costs thereon arising from any and all of the Released Claims. All such Released Claims (including, without limitation, claims for related attorneys' fees and costs) are forever barred by this Agreement regardless of the forum in which they may be brought.

Nothing in this Agreement shall affect any state or federal government agencies' rights and responsibilities to enforce the California Labor Code or any other applicable law, nor shall anything in this Agreement be construed as a basis for interfering with Plaintiff's protected right to file a timely charge with, or participate in an investigation or proceeding with a state, federal or local government entity; provided, however, if the state, federal or local government entity commences an investigation on Plaintiff's behalf pertaining to the claims asserted in the Lawsuit and/or PAGA Notice, Plaintiff specifically waives and releases his right, if any, to recover any monetary or non-monetary benefits of any sort whatsoever arising from any such investigation or otherwise and from any such administrative charge or complaint filed with any government agency other than the NLRB.

8. **No Admission Of Liability:** This PAGA Settlement Agreement shall not be construed as an admission by Defendant or the Releasees of liability or of any violation of the rights of Plaintiff or any person, or of any violation of any law, statute, duty or order whatsoever. Defendant and the Releasees do not admit that they ever violated any provision of the California Labor Code, including, but not limited to, those sections for which Plaintiff seeks relief, including under the PAGA, or of any other law. Defendant and the Releasees specifically disclaim any liability to Plaintiff or any other person, including any allegedly aggrieved employees, for any violation of any contract, law, statute, duty, order, or any other basis. This PAGA Settlement shall not be used or offered as evidence to establish liability against Defendant or the Releasees in any subsequent action or proceeding; provided, however, this shall not

prevent the PAGA Settlement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize the PAGA Settlement.

9. **Severance:** If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, that provision shall be deemed severed and deleted from this Agreement, and neither that provision nor its severance and deletion shall affect the validity of the remaining provisions. Notwithstanding the foregoing, no portion of any release contained herein may be deemed severed or deleted from this Agreement, except upon waiver in writing by the applicable all Releasees. If such release is found to be invalid, this entire Agreement shall be deemed null and void.

10. **Choice of Law:** This PAGA Settlement Agreement is to be interpreted pursuant to the laws of California, except where the application of federal law applies.

11. **Counterparts/Facsimile Signatures:** This PAGA Settlement Agreement may be executed in counterparts, and signatures exchanged by facsimile or other electronic means (e.g., PDF) shall be effective for all purposes hereunder to the same extent as original signatures, all of which when taken together shall constitute the Agreement. Any Party who delivers a facsimile or PDF signature page agrees to later deliver an original signature page to any Party who requests it.

Having read, understood, and agreed to the foregoing terms and conditions, the Parties hereby voluntarily execute this PAGA Settlement Agreement by placing their signatures below.

10/31/2024

Date

Electronically Signed 2024-11-01 00:34:38 UTC - 76.158.248.60
iMintex AssureSign® c023b47a-c29f-48fb-b3be-b21b0005c3f5

MARK RIVAS

By: _____

Date

SOLV ENERGY, LLC

Approved as to form:

November 4, 2024

Date

Brittany L Shaw

Brittany Shaw

Counsel for Plaintiff Mark Rivas

Date

Elizabeth Staggs Wilson

Counsel for Defendant SOLV Energy, LLC

prevent the PAGA Settlement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize the PAGA Settlement.

9. **Severance:** If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, that provision shall be deemed severed and deleted from this Agreement, and neither that provision nor its severance and deletion shall affect the validity of the remaining provisions. Notwithstanding the foregoing, no portion of any release contained herein may be deemed severed or deleted from this Agreement, except upon waiver in writing by the applicable all Releasees. If such release is found to be invalid, this entire Agreement shall be deemed null and void.

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Having read, understood, and agreed to the foregoing terms and conditions, the Parties hereby voluntarily execute this PAGA Settlement Agreement by placing their signatures below.

Date

11/6/2024

Date

MARK RIVAS

DocuSigned by:
By: 
04A8C78BC7904EB...

Anna Hertzman
SOLV ENERGY, LLC

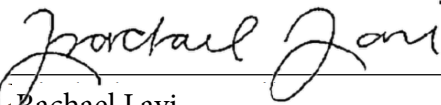
Approved as to form:

Date

11/6/2024

Date

Arby Aiwazian
Counsel for Plaintiff Mark Rivas



Rachael Lavi
Counsel for Defendant SOLV Energy, LLC