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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

ISAAC DELGADO, on behalf of himself and all others similarly situated, the State of California, and the general public, Plaintiff, v. OLDCASTLE INFRASTRUCTURE, INC., a Washington corporation; and DOES 1 through 50, inclusive, Defendants.	Case No. STK-CV-UOE-2023-11312 CLASS ACTION Assigned for All Purposes to: Honorable Robert T. Waters Dept. 11B **[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** Date: Time: Dept.: 11B

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ORDER

Plaintiffs Isaac Delgado, Marcos Gutierrez, and Rene Serrano ("Plaintiffs"), on behalf of themselves and other similarly situated employees of Defendant Oldcastle Infrastructure, Inc. ("Defendant") (collectively, "the Parties"), filed an unopposed Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion"). The Motion was set for hearing on _____, at _____ a.m./p.m. in Department 11B of the San Joaquin County Superior Court located at 180 Weber Ave., Stockton, CA 95202. The Court, having considered the Class Action and PAGA Settlement Agreement ("Settlement Agreement") and the proposed Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice") (attached as **Exhibit A** to the Settlement Agreement (which is attached as **Exhibit 1** to the Declaration of Enoch J. Kim ("Kim Decl.")), the submissions of counsel, and all other papers filed in this litigation, hereby ORDERS as follows:

1. Plaintiffs' Motion for Preliminary Approval of the Parties' Settlement Agreement, which is attached as **Exhibit 1** to the Declaration of Enoch J. Kim, is GRANTED.

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

3. The Court conditionally certifies the Class consisting of all persons who (1) worked for Defendant as non-exempt employees in the State of California at any time during the Class Period and (2) were not subject to a collective bargaining agreement at any time during the Class Period, which is October 26, 2019 through October 4, 2025.

4. The class action settlement contemplated by the Settlement Agreement is preliminarily approved based upon the terms set forth in the Settlement Agreement. The Settlement appears to be fair, adequate, and reasonable for the Class and falls within the range of reasonableness that could ultimately be granted final approval by the Court.

5. The Court preliminarily finds, for settlement purposes only, that the Class meets (i) the ascertainability and numerosity requirements; (ii) the commonality requirement because, in the absence of class certification and settlement, each individual Class Member would have to litigate core common issues of law and fact, all relating to Defendant's alleged wage-and-hour violations

asserted in the action; (iii) the typicality requirement because Plaintiffs and Class Members' claims all arise from the same alleged events and course of conduct and are based on the same legal theories; and (iv) the adequacy of representation requirement because Plaintiffs have the same interests as all members of the Class, and they are represented by experienced and competent counsel. The Court further finds, preliminarily and for settlement purposes only, that common issues predominate over individual issues in this litigation and that class treatment is superior to the other means of resolving this dispute.

6. The preliminary approval of the Settlement includes the approval for purposes of the Settlement of D.Law, Inc. and Elkin Gamboa, LLP as Class Counsel, Plaintiffs Isaac Delgado, Marcos Gutierrez, and Rene Serrano as Class Representatives, and Apex Class Action, LLC ("Apex") as the Administrator. Class Counsel is authorized to act on behalf of the Class Members with respect to all acts or consents required by or which may be given pursuant to the Settlement Agreement and such other acts reasonably necessary to consummate the Settlement. The Administrator is authorized to perform such acts as set forth in this Order and the Settlement Agreement.

7. The Court finds that the terms of the PAGA settlement are fair and reasonable and approves the PAGA settlement pursuant to Labor Code § 2699(s)(2).

8. The Class Notice advises the Class of the material terms and provisions of the Settlement, the procedure for approval thereof, and their rights with respect thereto, and is approved as to form and content. The Court approves the procedures set forth in the Settlement Agreement for Class Members to participate in, opt out of, and object to the Settlement as set forth in the Class Notice.

9. The Class Notice will be sent by first-class mail to the Class Members in accordance with the schedule set forth in the Settlement Agreement. The dates selected for the mailing and distribution of the Class Notice, and the other dates as set forth in the Settlement Agreement, meet the requirements of due process and provide the best notice practicable under the circumstances, and will constitute due and sufficient notice to all persons entitled thereto.

10. Each Class Member who wishes to be excluded from the Class portion of the Settlement must submit a written request to be excluded ("Request for Exclusion") from the Class

portion of the Settlement by the deadline set forth in the Class Notice. Any Class Member who does not submit a timely Request for Exclusion from the Class portion of the Settlement consistent with the terms of the Settlement Agreement ("Participating Class Member") shall be bound by the terms of the Settlement Agreement.

11. Only Participating Class Members may object to the Class portion of the Settlement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses Payment, and/or Class Representative Service Payments. Participating Class Members may send written objections to the Administrator, by fax, email, or mail, by the deadline set forth in the Class Notice. Participating Class Members may also appear in Court (or hire an attorney to appear in Court at their own expense) to present verbal objections at the Final Approval Hearing.

12. A Final Approval Hearing on the question of whether the proposed Settlement, Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment to Class Counsel for attorneys' fees and reasonable expenses incurred in connection with this Action, Class Representative Service Payments to Plaintiffs for their services in this Action, and Administration Expenses Payment to the Administrator should be approved as fair, reasonable, and adequate as to the Class and whether the Settlement should be given final approval is scheduled on _____, 2027 at _____ __.m. Plaintiffs shall file a motion for final approval of the Settlement no later than 16 court days prior to the Final Approval Hearing.

13. The Settlement Agreement will not be construed as an admission or evidence of either liability or the appropriateness of class certification in the non-settlement context, as more specifically set forth in the Settlement Agreement. Entry of this Order is without prejudice to the rights of Defendant to oppose certification of a class in this action should the proposed Settlement not be granted final approval. If, for any reason, the Court does not grant final approval of the Settlement, all evidence and proceedings held in connection therewith shall be without prejudice to the status quo ante rights of the parties to the litigation as more specifically set forth in the Settlement Agreement.

14. All further proceedings in this action are stayed except such proceedings necessary to review, approve, and implement this Settlement.

15. The Court finds that all required notifications and submissions to the California Labor and Workforce Development Agency ("LWDA") about the Settlement Agreement and Motion have been made by Plaintiffs in the time and manner specified under PAGA.

IT IS SO ORDERED.

Dated: _____, 2027

_____
Honorable Robert T. Waters
Judge of the Superior Court