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CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between Plaintiffs ISAAC DELGADO, MARCOS GUTIERREZ, and RENE SERRANO ("Plaintiffs") and Defendant OLDCASTLE INFRASTRUCTURE, INC. ("Defendant"). The Agreement refers to Plaintiffs and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1. "Action" means Plaintiffs' lawsuit alleging wage and hour violations against Defendant, originally filed by Isaac Delgado and captioned *Delgado, et al v. Oldcastle Infrastructure, Inc.*, Case No. STK-CV-UOE-2023-11312, filed on October 26, 2023, in Superior Court of the State of California, County of San Joaquin.

1.2. "Administrator" means Apex Class Action Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. "Aggrieved Employees" or "PAGA Member" means all persons who worked for Defendant as non-exempt employees in the State of California at any time during the PAGA Period.

1.5. "Class" means all persons who both (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.

1.6. "Class Counsel" means Emil Davtyan, David Yeremian, David Keledjian, David Arakelyan and Matthew Carraher of D.Law, Inc. and Michael Elkin and Benjamin McLain of Elkin Gamboa, LLP

1.7. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.8. "Class Data" means Class Member identifying information in Defendant's possession including the Class Member's name, last-known mailing address, Social Security number, beginning and end dates of employment, number of Workweeks during the Class Period, number of Pay Periods during the PAGA Period, and other information necessary to mail the Class Notice.

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1.9. "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee/PAGA Member).

1.10. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11. "Class Notice" means the Court Approved Notice of Class Action Settlement and hearing date for Final Court Approval, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.

1.12. "Class Period" or "Settlement Class Period" means the period from October 26, 2019, through October 4, 2025.

1.13. "Class Representative" means the named Plaintiffs in the Action seeking Court approval to serve as a Class Representative.

1.14. "Class Representative Service Payments" means the payment of up to $10,000.00 to each of the three Class Representatives for initiating the Action and providing services in support of the Action.

1.15. "Court" means the Superior Court of California, County of San Joaquin.

1.16. "Defendant" means Oldcastle Infrastructure, Inc.

1.17. "Defense Counsel" means Karin Cogbill, Sean Bothamley, and Diana Han of Jackson Lewis, P.C.

1.18. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Final Order and Judgment Granting Final Approval of the Settlement; (b) 30 calendar days have passed since the Court has entered the Final Order and Judgement, and has approved the Stipulation of Settlement; and (c) if no objection to the Settlement is filed, the period for filing any appeal, writ, or other appellate proceeding opposing the Court's entry of the Final Order and Judgment has expired without one having been filed or any other opposition, challenge or motion to vacate the entry of the Final Order and Judgment having been filed; or, if any appeal, writ, or other appellate proceeding opposing the Final Order and Judgment has been filed, including objections, or any other opposition, challenge or motion to vacate the Court's Final Order and Judgment approving the Stipulation of Settlement has been filed, five calendar day s after the appeal has been finally and conclusively dismissed with no right to pursue further remedies or relief.

1.19. "Final Approval" means the Court's order granting final approval of the Settlement.

1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.21. "Gross Settlement Amount" or "GSA" means $2,080,000.00, which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below.

1.22. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.23. "Individual PAGA Payment" means the Aggrieved Employee/PAGA Member's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA Period.

1.24. "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.25. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.26. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.27. "Net Settlement Amount" or "NSA" means Gross Settlement Amount, less the following payments in the amount approved by the Court: Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, the Administration Expenses Payment, Individual PAGA Payments, and the LWDA PAGA Payment.

1.28. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.29. "Operative Complaint" means the operative Sixth Amended Complaint to be filed in the Action.

1.30. "Pay Period" means any pay period during which an Aggrieved Employee/PAGA Member worked for Defendant for at least one day during the PAGA Period.

1.31. "PAGA Period" means the period from October 26, 2022, through October 28, 2025.

1.32. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.)

1.33. "PAGA Notice" means Plaintiff Delgado's October 26, 2023 letter, Plaintiff Serranos's May 1, 2024 letter, Plaintiffs Delgado, Gutierrez and former Plaintiff Ortiz's amended letter dated June 7, 2024, and second amended PAGA letter dated December 19,

2024, to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.34. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees/PAGA Members and 75% to the LWDA in settlement of the Released PAGA Claims.

1.35. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.36. "Plaintiffs" means Isaac Delgado, Marcos Gutierrez, and Rene Serrano, the named plaintiffs in the Action.

1.37. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.38. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval of the Class Action and PAGA Settlement.

1.39. "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.

1.40. "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.

1.41. "Released Parties" means Defendant and its present and former parent companies, subsidiaries, divisions, related or affiliated companies, and its shareholders, owners, partners, officers, directors, employees, agents, attorneys, insurers, successors and assigns, clients, and any other individual or entity that could be liable for any of the Released Class Claims and Released PAGA Claims.

1.42. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.43. "Response Deadline" means 45 days after the Administrator mails the Class Notice to Class Members and Aggrieved Employees/PAGA Members and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.44. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.45. "Workweek" means any week during which a Class Member worked for Defendant for at least one day during the Class Period.

2. RECITALS.

2.1. On October 26, 2023, Plaintiff Delgado commenced this Action by filing a Complaint alleging causes of action against Defendant for (1) Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198); (2) Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198); (3) Failure to Pay Hourly Wages and Overtime (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1197.1 and 1198); (4) Failure to Pay Proper Vacation Wages (Lab. Code § 227.3); (5) Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a)); (6) Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203); (7) Failure to Indemnify (Lab. Code § 2802); and (8) Unfair Competition (Bus. & Prof. Code §§ 17200 et seq.).

On October 26, 2023, Plaintiff Delgado gave timely notice to the LWDA and Defendant that Plaintiff intended to proceed with a representative action under PAGA (LWDA-CM-990042-23) pursuant to Labor Code § 2699.3, subd.(a).

On January 16, 2024, Plaintiff Delgado filed the First Amended Complaint, which added claims for civil penalties under Labor Code § 2698, *et seq.*

On May 1, 2024, Plaintiff Serrano gave timely notice to the LWDA and Defendant that Plaintiff intended to proceed with a representative action under PAGA (LWDA-CM-1025667-24) pursuant to Labor Code § 2699.3, subd.(a).

On June 26, 2024, Plaintiff Delgado filed a Second Amended Complaint pursuant to the stipulation of the Parties, adding a second Plaintiff, Raymont Ortiz, to the case. On July 25, 2024, Defendant removed the Action to the United States District Court, Eastern District of California.

On December 13, 2024, Defendant removed the Serrano Action to the United States District Court, Eastern District of California.

Subsequently, Plaintiff Delgado filed a Third Amended Complaint in the Action in district court on January 6, 2025, adding a third named Plaintiff, Marcos Gutierrez to this matter. Pursuant to the Court's February 10, 2025, Order, Plaintiffs filed a Fourth Amended Complaint, removing Plaintiff Ortiz from this case.

After the Court granted Defendant's Motion to Dismiss the Fourth Amended Complaint on July 15, 2025, Plaintiffs filed their Fifth Amended Complaint on August 6, 2025, adding factual allegations and making other changes, as requested by the Court.

As part of the settlement, the Parties remanded this matter back to the Superior Court of California, County of San Joaquin. Subsequently, pursuant to the joint stipulation of the

Parties, Plaintiff filed a Sixth Amended Complaint on March 27, 2026 adding Plaintiff Rene Serrano as a named Plaintiff, and the claims he asserted against Defendant in the action originally filed in Superior Court of the State of California, County of San Joaquin, Case No. STK-CV-UOE-2024-15058 (the "*Serrano* Action"), to this Action.

2.2. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.

2.3. On October 3, 2024, the Parties participated in private mediation before a well-respected mediator, Monique Ngo-Bonnici. After further discussions and negotiations, the Parties were able to reach a settlement in principle on September 2, 2025.

2.4. In advance of mediation, Class Counsel conducted a thorough investigation into the facts of, and applicable law to, the Action. Prior to mediation, Plaintiffs also obtained and analyzed time and payroll data for Class Members and the necessary policy documents through informal discovery to properly evaluate the strength and weaknesses of the claim and engage in meaningful settlement discussions. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116 (2008) ("*Dunk/Kullar*").

2.5. The Court has not granted class certification because the Parties engaged in mediation before the class certification stage. The Parties are stipulating to class certification for settlement purposes only.

2.6. The Parties have agreed that once this settlement is finally approved by the Court, Plaintiff Serrano will dismiss the pending and overlapping class action matter of the *Serrano* Action. The Parties, Class Counsel and Defense Counsel represent that besides the *Serrano* Action, they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant will pay the Gross Settlement Amount of Two Million Eighty Thousand Dollars and Zero Cents ($2,080,000.00) on a non-reversionary basis. The Gross Settlement Amount does not include employer payroll taxes owed on the wage portions of the Individual Class Payments, which Defendant will pay separately.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1 To Plaintiffs: A Class Representative Service Payment to the Class Representatives of not more than $30,000.00 (or up to $10,000.00 to each named Plaintiff), in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member. Defendant will not oppose Plaintiffs' request for a Class Representatives' Service Payments that do not exceed these amounts. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves Class Representative Service Payments less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than Thirty-Five percent (35%) of the Gross Settlement Amount, which is currently estimated to be $728,000.00, and a Class Counsel Litigation Expenses Payment not to exceed litigation costs and expenses incurred to prosecute the Action. Defendant will not oppose requests for these payments. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed $13,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $13,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1 Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of

wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wage remedies, including for interest, statutory penalties, damages, restitution, and reimbursement (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5 To the LWDA and Aggrieved Employees/PAGA Members: PAGA Penalties in the amount of $140,000.00 to be paid from the Gross Settlement Amount, with 75% ($105,000.00) allocated to the LWDA PAGA Payment and 25% ($35,000.00) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employee/PAGA Members' share of PAGA Penalties by the total number of Pay Periods worked by all Aggrieved Employees/PAGA Members during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's/PAGA Member's Pay Periods. Aggrieved Employees/PAGA Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and PAGA Member Pay Periods. Based on a review of its records to date, Defendant represents that there are approximately 11,163 Class Members who collectively worked a total of about 109,431 Workweeks during the Class Period, and 898 PAGA Members who worked a total of about 33,251 Pay Periods.

4.2. Class Data. Not later than 21 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 21 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.

4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees/PAGA Members including Non-Participating Class Members who qualify as Aggrieved Employees/PAGA Members (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are retuned undelivered without USPS forwarding address.

Within 3 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to California Unclaimed Property Fund. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Aggrieved Employees/PAGA Members will release claims against all Released Parties as follows:

5.1 Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors and assigns generally, release and discharge Released Parties from all claims, transactions or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were or reasonably could have been alleged based on the facts contained in the Operative Complaint, and (b) all PAGA claims that were or reasonably could have been alleged based on facts contained in the PAGA Notices. ("Plaintiffs' Release.") Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

This release does not extend to any of the individual discrimination, harassment and termination claims asserted by Plaintiff Delgado in his individual matter titled *Delgado v. Oldcastle Infrastructure, Inc.*, United States District Court, Central District of California, Case No. 5:24-CV-01383-SSS-SP, initially filed in the San Bernardino County Superior Court, Case No. CIVSB2417533 and subsequently removed to federal court. These claims

are being resolved in a separate settlement agreement to be executed between Plaintiff Delgado and Defendant.

Additionally, this release does not extend to any individual discrimination, harassment, and termination claims asserted by Plaintiff Serrano. These claims are being resolved in a separate settlement agreement to be executed between Plaintiff Serrano and Defendant.

5.1.1 Plaintiffs' Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the Civil Code, which reads:

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

5.2 Release by Participating Class Members: All Participating Class Members release the Released Parties from all claims, damages, debts, liabilities, demands, obligations penalties, actions or causes of action of any kind, arising under state, federal or local law, whether statutory, common law, or administrative law, at any time during the Class Period, that that were alleged or reasonably could have been alleged based on the facts stated in the Operative Complaint and/or the PAGA Notices, including but not limited to claims for 1) failure to pay minimum wages, wages, and overtime; 2) failure to pay timely wages; 3) failure to pay meal period and rest period premiums; 4) failure to pay vacation time and wages; 5) failure to pay paid sick time and wages; 6) failure to reimburse necessary business expenses; 7) failure to issue accurate itemized wage statements; 8) failure to keep payroll records; 8) failure to pay final wages and waiting time penalties; 9) unfair competition. The Released Class Claims only apply to claims accrued or arising during the Class Period.

5.3 Release by Aggrieved Employees/PAGA Members: All Aggrieved Employees/PAGA Members, the LWDA, and the State of California are deemed to release the Released Parties from any and all claims for civil penalties under PAGA that were alleged or reasonably could have been alleged based on the facts stated in the Operative Complaint and/or the PAGA Notices, including, but not limited to, claims based on alleged violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 226.8, 227.3, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802; provisions of the Industrial Welfare Commission (IWC) Wage Order(s); and California Business & Professions Code § 17200, *et seq*. The Released PAGA Claims only apply to claims accrued or arising during the PAGA Period.

6. **MOTION FOR PRELIMINARY APPROVAL.** Plaintiffs will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approval.

6.1. Plaintiffs' Responsibilities. Plaintiffs will prepare all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under Dunk/Kullar and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and the Cy Pres Recipient. In their Declaration, Class Counsel shall aver that they are not aware of any other pending matter or action (except as discussed in Section 2.6 above) asserting claims that will be extinguished or adversely affected by the Settlement. The proposed Order Granting Preliminary Approval and Approval of PAGA Settlement is to be mutually agreed upon by the Parties prior to filing; Class Counsel shall provide a copy of the draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement and relating motion papers five (5) business days in advance of their filing to Defense Counsel via email for their review and comment to ensure it aligns with the terms of this Agreement.

6.2. Responsibilities of Counsel. Class Counsel will obtain a prompt hearing date for the Motion for Preliminary Approval, file the Motion for Preliminary Approval no later than 16 court days before the hearing, unless otherwise ordered by the Court, and deliver the Court's Preliminary Approval Order to the Administrator.

6.3. Duty to Cooperate. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in

person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected Apex Class Action Administration to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action Administration agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4. Notice to Class Members.

7.4.1 No later than three (3) calendar days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees/PAGA Members, Workweeks, and Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than 7 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice with Spanish translation, substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained.

The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of validity and authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all

benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.1 and 5.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees/PAGA Members are deemed to release the Released PAGA Claims identified in Paragraph 5.2 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5 Administrator's Declaration. Not later than 14 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6 Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.** This deal is based on the Defendants representation that at the time of mediation, there were 100,400 Workweeks within the Class Period. If the actual total number of Workweeks within the Class Period is more than 10% higher (i.e., more than 110,440 workweeks), then Defendant shall have to option to (1) increase the GSA proportionally by the Workweeks worked in excess of 110,440 Workweeks multiplied by the per Workweek value or (2) roll back the Class Period to the date in which 110,440 workweeks are met. Should Defendant choose Option (1), if the total Workweeks for the Class Period represent an 11% increase in the number of Workweeks, then the Gross Settlement Amount will increase by 1%. If this provision is triggered, the Parties agree that the portion of the GSA allocated to attorneys' fees will increase proportionally such that the total amount of attorneys' fees remains one-third of the GSA after the upward adjustment required by this provision is implemented.

9. **DEFENDANT'S RIGHT TO WITHDRAW.** Defendant shall have the right to withdraw from this Settlement or terminate this Settlement if more than 10% of the Class Members, or Class Members representing 10% or more of the total workweeks, submit timely requests to opt out of the Settlement. Defendant will be responsible for the Administration Expenses incurred to date upon its election to withdraw from the Settlement. Defendant must notify Class Counsel and the Court of its election to withdraw not later than thirty (30) days after the

Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). The proposed Order Granting Final Approval is to be mutually agreed upon by the Parties prior to filing; Class Counsel shall provide a copy of the draft proposed Order Granting Final Approval five (5) business days in advance of their filing to Defense Counsel via email for their review and comment to ensure it aligns with the terms of this Agreement.

10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the

Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

12.1. Notice to LWDA. Plaintiffs agree to timely file all notices of settlement with the LWDA, and comply with all other requirements to effectuate the settlement under PAGA, as required under Cal. Lab. Code § 2698, *et seq*.

12.2. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.3. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of

Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.4. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.5. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

12.6. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

12.7. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

12.8. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

12.9. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

12.10. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

12.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

12.12. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

12.13. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

12.14. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

12.15. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

12.16. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

12.17. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.18. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

D.Law, Inc.
Emil Davtyan
emil@d.law
David Yeremian
d.yeremian@d.law
David Keledjian
d.keledjian@d.law
David Arakelyan
d.arakelyan@d.law
250 N. Madison Ave. 2nd Floor
Pasadena, CA 91101
Telephone: (818) 962-6465
Fax: (818) 962-6469

To Defendant:

Jackson Lewis, P.C.
Karin Cogbill
Karin.Cogbill@jacksonlewis.com
Sean Bothamley
Sean.Bothamley@jacksonlewis.com
Diana Han
Diana.Han@jacksonlewis.com
Telephone: (408) 579-0404
160 W. Santa Clara St. Suite 400
San Jose, CA 95113

12.19. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330

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Superior Court of California, County of San Joaquin
Isaac Delgado, et al. v. Oldcastle Infrastructure, Inc.
Case No. STK-CV-UEO-2023-11312

The Superior Court for the State of California authorized this Notice.
It's not junk mail, spam, an advertisement, or solicitation by a lawyer.
This is not a lawsuit against you and you are not being sued

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL ("Notice")

To: All individuals who worked for Oldcastle Infrastructure, Inc. ("Defendant" or "Oldcastle") as non-exempt employees in the State of California at any time during October 26, 2019, through October 2, 2025 ("Class Period") and who were not subject to a collective bargaining agreement during the Class Period.

YOU MAY BE ELIGIBLE TO RECEIVE PAYMENT FROM THE CLASS ACTION AND PAGA SETTLEMENT DESCRIBED IN THIS NOTICE.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	To receive a Settlement payment, you do not need to do anything. Your payment will be mailed to you, automatically, if the Court grants final approval of the Settlement. *You must, however, keep a current address on file with the Settlement Administrator to ensure receipt of your check.*
CHANGE CONTACT AND ADDRESS INFORMATION	Update your address with the Settlement Administrator to ensure your check is sent to the correct address.
EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT	If you do not want to participate in the Class portion of the Settlement, you may exclude yourself (opt out) from the Class portion of the Settlement. If you exclude yourself from the Class portion of the Settlement, you will not receive an Individual Class Payment (defined below). This option preserves your right to pursue the Released Class Claims (defined below) against Defendant. However, even if you exclude yourself from the Class portion of the Settlement, you will still receive your Individual PAGA Payment from the PAGA portion of the Settlement (if eligible) and be bound by it as further explained below.
OBJECT	Write to the Settlement Administrator if you think the Settlement is not fair or you can appear at a hearing to explain to the Court why you think the Settlement is not fair.

- **YOUR RIGHTS AND OPTIONS – AND THE DEADLINES TO EXERCISE THEM – ARE EXPLAINED IN THIS NOTICE.**
- **DEFENDANT WILL NOT RETALIATE IN ANY MANNER AGAINST ANYONE FOR PARTICIPATING OR NOT PARTICIPATING IN THIS SETTLEMENT.**

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BACKGROUND ON THE LAWSUIT

1. Why did I get this notice?

You received this notice because Defendant's records identify you as a "Class Member," which is someone who both (1) worked for Oldcastle Infrastructure, Inc. in California as a non-exempt employee at any time from October 26, 2019, through October 4, 2025 ("Class Period"), and (2) was not subject to a collective bargaining agreement at any time during the Class Period.

The Settlement will resolve certain wage and hours claims of Class Members, which are described below, during the Class Period. The Settlement will also resolve claims for civil penalties brought under the California Private Attorneys General Act ("PAGA") for Aggrieved Employees. If you are a Class Member, you are also an "Aggrieved Employee" or "PAGA Member" if you also worked for Defendant in California as a non-exempt employee at any time from October 26, 2022, through October 28, 2025 ("PAGA Period").

The purpose of this Notice is to explain the lawsuit, the pending Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court has preliminarily approved the proposed Settlement and directed that you receive this Notice. The Court has not yet decided whether to grant final approval. The Court will hold a final approval hearing (details provided below) to determine whether to finally approve the Settlement.

2. What is this Class and PAGA Lawsuit about?

On October 26, 2023, Plaintiff Delgado filed a Class Action Complaint against Defendant in the Superior Court of California, County of San Joaquin, Case No. STK-CV-UEO-2023-11312, alleging claims for failure to pay minimum wage, failure to pay overtime wages, failure to provide compliant meal periods or meal break premium pay, failure to provide compliant rest breaks or rest break premium pay, failure to provide accurate, itemized wage statements, failure to pray proper vacation wages, failure to timely pay wages during employment or upon separation and for waiting-time penalties, failure to indemnify reasonable and necessary business expenses, and unfair competition ("Lawsuit"). On January 16, 2024, Plaintiff Delgado filed a First Amended Complaint, which added claims for civil penalties under the California Private Attorneys General Act of 2004, Labor Code § 2698, *et seq.* ("PAGA").

On June 26, 2024, Plaintiff filed a Second Amended Complaint, which adding a second Plaintiff, Raymond Ortiz, to the Lawsuit. On July 25, 2024, Defendant removed the Lawsuit to the United States District Court, Eastern District of California, Case No. 2:24-cv-02031-DJC-CKD. On January 6, 2025, Plaintiffs filed a Third Amended Complaint, which added a third named Plaintiff, Marcos Gutierrez, to the Lawsuit. On February 20, 2025, Plaintiffs filed a Fourth Amended Complaint, which removed Raymond Ortiz as a named Plaintiff from this Lawsuit. On August 6, 2025, Plaintiffs filed a Fifth Amended Complaint, which add factual allegations and made other changes, as requested by the Court.

As part of the settlement, the Parties remanded this matter back to the Superior Court of California, County of San Joaquin, Case No. STK-CV-UEO-2023-11312. Pursuant to the joint stipulation of the Parties, Plaintiffs filed a Sixth Amended Complaint on March 27, 2026, which added Plaintiff Rene Serrano and claims he asserted against Defendant in an action originally filed in Superior Court of the State of California, County of San Joaquin, Case No. STK-CV-UOE-2024-15058, to the Lawsuit. Plaintiff Serrano asserted claims for (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide required meal periods; (4) failure to provide required rest periods; (5) failure to properly pay accrued sick days; (6) failure to properly pay unused vacation pay; (7) failure to pay timely wages during employment; (8) failure to pay all wages due to discharged and quitting employees; (9) failure to maintain required records; (10) failure to furnish accurate, itemized wage

statements; (11) failure to reimburse necessary expenditures; (12) unfair and unlawful business practices; (13) civil penalties pursuant to PAGA. The Sixth Amended Complaint is the Operative Complaint.

Defendant denies all allegations in the Lawsuit and contends that it has fully complied with the California Labor Code. The Settlement is not an admission of any wrongdoing by Defendant or an indication that any law was violated or that this case was suitable for class or representative treatment.

3. Why is there a Settlement?

The Court has not decided in favor of Plaintiff or Defendant, nor has it made any decision as to whether this case could or should proceed on a class or representative basis. Instead, with the assistance of an experienced and neutral mediator, the Parties successfully negotiated the Settlement to resolve the Lawsuit rather than continue the expensive and time-consuming process of litigation. Both sides agree the proposed Settlement is a compromise of disputed claims.

4. Who are the Attorneys for the Parties?

Counsel for Plaintiffs and the Class ("Class Counsel")

Counsel for Plaintiffs Isaac Delgado and Marcos Gutierrez:

Emil Davtyan, Esq.
David Yeremian, Esq.
David Keledjian, Esq.
David Arakelyan, Esq.
D.LAW, INC.
250 N. Madison Ave. 2nd Floor
Pasadena, CA 91101
Telephone: (818) 962-6465
Fax: (818) 962-6469

Counsel for Plaintiff Rene Serrano:

Michael Elkin
Benjamin McLain
ELKIN GAMBOA, LLP
4119 W. Burbank Blvd., Ste. 110
Burbank, CA 91505
Telephone: (323) 372-1202
Fax: (323) 372-1216

Counsel for Defendant Oldcastle Infrastructure, Inc.:

Karin M. Cogbill, Esq.
Sean Bothamley, Esq.
Diana Han, Esq.
JACKSON LEWIS P.C.
160 W. Santa Clara Street, Suite 400
San Jose, CA 95113
Telephone: (408) 579-0404
Fax: (408) 454-0290

THE TERMS OF THE SETTLEMENT

5. What is the Settlement Amount?

The proposed Settlement provides for a maximum payment of $2,080,000.00 (the "Gross Settlement Amount"). From the Gross Settlement Amount, Class Counsel will apply to the Court for attorneys' fees of up to $728,000.00 and actual litigation costs, which is currently estimated not to exceed $30,000.00; a payment of up to $30,000.00 to the named Plaintiffs ($10,000.00 to each named Plaintiff) for their time and efforts to initiate and prosecute the Lawsuit ("Class Representative Service Payments"); PAGA Penalties of $140,000.00, with $105,000.00 allocated to the California Labor Workforce Development Agency ("LWDA") and $35,000.00

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allocated to the Aggrieved Employees as Individual PAGA Payments based on the number of pay periods worked during the PAGA Period; and payment not to exceed $13,000.00 to Apex Class Action Administration ("Administrator") for settlement administration expenses ("Administration Expenses Payment"). The exact amount of the attorneys' fees, litigation costs, Class Representative Service Payment, and Administration Expenses Payment will be determined by the Court at the Final Approval Hearing. The remaining portion of the Gross Settlement Amount ("Net Settlement Amount") is currently estimated to be approximately **$1,139,000.00.** The Net Settlement Amount will be apportioned and paid out to Class Members who do not opt out from the Settlement ("Participating Class Members") as individual payments based on the number of workweeks worked during the Class Period ("Individual Class Payments").

6. How will the Individual Class Payments to Participating Class Members be calculated?

Participating Class Members will receive Individual Class Payments as a proportional amount of the Net Settlement Amount. **A claim form is not required**. Class Members who opt out of the Class portion of the Settlement will not receive an Individual Class Payment and will not be bound by the Class portion of the Settlement.

Each Participating Class Member's Individual Class Payment will be a pro-rata share of the Net Settlement Amount based on the number of workweeks they worked during the Class Period ("Workweeks"). The Administrator will calculate the total Workweeks for all Participating Class Members. The respective Workweeks for each Participating Class Member will then be divided by the total Workweeks for all Participating Class Members, resulting in the pro-rata share of the Net Settlement Amount that each Participating Class Member would be entitled to.

All Individual Class Payments to Participating Class Members shall be allocated as follows for tax purposes: 20% of each Participating Class Member's Individual Class Payment will be allocated to wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be reported on an IRS W-2 Form. 80% as alleged non-wage remedies, including for interest, statutory penalties, damages, restitution, and reimbursement(the "Non-Wage Portion"). The Non-Wage Portion is not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

Your total estimated Workweeks is _____. Based on that, your anticipated approximate Individual Class Payment is _____.

7. How will the PAGA Penalties be allocated to the LWDA and Aggrieved Employees?

The Parties will ask the Court to approve $140,000.00 in PAGA Penalties in settlement of claims of civil penalties under PAGA. As required under PAGA, 75% of the PAGA Penalties, or $105,000.00, will be paid to the LWDA ("LWDA PAGA Payment"). The remaining 25% of the PAGA Penalties, or $35,000.00, will be paid to Aggrieved Employees ("Individual PAGA Payment").

No claim form is required to receive an Individual PAGA Payment. Because Aggrieved Employees cannot opt out of the PAGA portion of the Settlement, Aggrieved Employees will receive an Individual PAGA Payment and be bound by the PAGA portion of the Settlement even if they opt out of the Class portion of the Settlement.

Each Aggrieved Employee's Individual PAGA Payment will be a pro-rata share of the 25% ($35,000.00) of the PAGA Penalties to be distributed to Aggrieved Employees. Individual PAGA Payments will be based on the number of Pay Periods that each Aggrieved Employee worked for Defendant during the PAGA Period as a proportion of all Pay Periods worked by all Aggrieved Employees during the PAGA Period. For tax purposes, 100% of the Individual PAGA Payments will be allocated as penalties for which an IRS Form 1099 will be issued, if required by law.

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Your total estimated Pay Periods are _____. Based on that, your anticipated Individual PAGA Payment is _____.

HOW TO GET A PAYMENT

8. How can I get a settlement payment?

If you do nothing, you will automatically receive your Individual Class Payment and Individual PAGA Payment (if any) after the Court's approval of the Settlement becomes final. You must notify the Administrator of any change in your name and/or mailing address if the information shown on this is not correct.

It is your responsibility to keep the Administrator informed of any change in your address. Settlement payments will be mailed to the last known address the Settlement Administrator has on file for you. You can contact the Administrator by U.S. Mail, email, or phone at _____ if you need to update your contact information.

9. What do I do if I believe my Workweeks and/or Pay Periods are incorrect?

If you believe the Workweeks and/or Pay Periods above are not correct, you may send a letter to the Administrator indicating what you believe to be the correct information. Your letter must be postmarked on or before _____, 2026 [*45 days within mailing of Notice*]. You should include any documents or other information which supports what you believe to be the number of Workweeks and/or Pay Periods you worked. The Settlement Administrator will resolve any dispute regarding these issues based on Defendant's records and any information you provide.

10. When can I expect to receive a settlement check?

Individual Class Payments and Individual PAGA Payments will be mailed to Participating Class Members and Aggrieved Employees approximately 14 days after the Administrator receives the funds from the Defendant (due 21 days after the Effective Date). The "Effective Date" means the date when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the Court enters a Final Order and Judgment Granting Final Approval of the Settlement; (b) 30 calendar days have passed since the Court has entered the Final Order and Judgement, and has approved the Settlement; and (c) if no objection to the Settlement is filed, the period for filing any appeal, writ, or other appellate proceeding opposing the Court's entry of the Final Order and Judgment has expired without one having been filed or any other opposition, challenge or motion to vacate the entry of the Final Order and Judgment having been filed; or, if any appeal, writ, or other appellate proceeding opposing the Final Order and Judgment has been filed, including objections, or any other opposition, challenge or motion to vacate the Court's Final Order and Judgment approving the Stipulation of Settlement has been filed, five calendar days after the appeal has been finally and conclusively dismissed with no right to pursue further remedies or relief.

Settlement checks should be cashed promptly upon receipt. Proceeds of checks that remain uncashed after 180 days from the date of issuance will be transferred to the California Unclaimed Property Fund. If your settlement check is lost or misplaced, you should contact the Settlement Administrator immediately.

WHAT HAPPENS IF THE COURT APPROVES THE SETTLEMENT

11. What am I giving up to get an Individual Settlement Payment?

If the Court approves the Settlement and unless you exclude yourself from the Class portion of the Settlement, you will become a Participating Class Member, and that means that you cannot sue, continue to sue, or be part

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of any other lawsuit against Defendant concerning the claims being resolved in the Settlement. Specifically, you will be giving up or "releasing" the claims described below:

Release by Participating Class Members: All Participating Class Members release the Released Parties from all claims, damages, debts, liabilities, demands, obligations penalties, actions or causes of action of any kind, arising under state, federal or local law, whether statutory, common law, or administrative law, at any time during the Class Period, that that were alleged or reasonably could have been alleged based on the facts stated in the Operative Complaint and/or Plaintiffs' administrative exhaustion letters submitted to the California Labor & Workforce Development Agency ("LWDA") in connections with the Lawsuit, including but not limited to claims for 1) failure to pay minimum wages, wages, and overtime; 2) failure to pay timely wages; 3) failure to pay meal period and rest period premiums; 4) failure to pay vacation time and wages; 5) failure to pay paid sick time and wages; 6) failure to reimburse necessary business expenses; 7) failure to issue accurate itemized wage statements; 8) failure to keep payroll records; 8) failure to pay final wages and waiting time penalties; 9) unfair competition ("Released Class Claims"). The Released Class Claims only apply to claims accrued or arising during the Class Period.

"Released Parties" means Defendant and its present and former parent companies, subsidiaries, divisions, related or affiliated companies, and its shareholders, owners, partners, officers, directors, employees, agents, attorneys, insurers, successors and assigns, clients, and any other individual or entity that could be liable for any of the Released Class Claims and Released PAGA Claims.

12. What PAGA Claims are released by the Settlement?

Release by Aggrieved Employees: All Aggrieved Employees, the LWDA, and the State of California are deemed to release the Released Parties from all claims for civil penalties pursuant to PAGA that were alleged or reasonably could have been alleged based on the facts alleged in the Operative Complaint and Plaintiffs' PAGA Notices and accrued or arising during the PAGA Period, including, but not limited to, claims based on alleged violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 226.8, 227.3, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802; provisions of the Industrial Welfare Commission (IWC) Wage Order(s); and California Business & Professions Code § 17200, *et seq.*

"PAGA Notices" are the letters submitted to the LWDA and Defendant by Plaintiff Delgado on October 26, 2023 (and as amended on June 7, 2024, and December 19, 2024), and by Plaintiff Serrano on May 4, 2024.

EXCLUDING YOURSELF FROM THE CLASS SETTLEMENT

13. How do I opt out of the Class portion of the Settlement?

If you wish to preserve your right to pursue your own separate lawsuit against Defendant for the Released Class Claims or otherwise do not want to participate in the Class portion of the Settlement for whatever reason, you have the option to exclude yourself from the Class portion of the Settlement. However, you cannot opt out of the PAGA portion of the Settlement. Class Members who opt out of the Class portion of the Settlement will still be bound by the PAGA portion of the Settlement and will receive an Individual PAGA Payment (if any).

To opt out of the Class portion of the Settlement and the release of Released Class Claims, you must provide a signed and dated letter to the Administrator requesting to be excluded. The letter must include the case name, case number (located at the top of this Notice), your full name and mailing address, and a statement that you request exclusion from the Settlement and do not wish to participate in the Settlement. The letter should be signed by you and faxed, emailed, or postmarked on or before _____, 2026 [*45 days within mailing of Notice*]. Opt-out requests faxed, emailed, or postmarked after the deadline will be invalid. The Administrator's information is below:

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Administrator: Apex Class Action Administration
Email Address: claims@apexclassaction.com
Mailing Address: P.O. Box 54668, Irvine, CA 92619
Telephone: 800-355-0700 / Fax Number: 949-989-4428

14. If I don't exclude myself from the Class portion of the Settlement, can I sue Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims being released by the Class portion of the Settlement, the Released Class Claims. If you have a claim or lawsuit already filed against Defendant or any of the Released Parties, you should speak to your lawyer in that case immediately. You may need to exclude yourself from the Class portion of the Settlement to continue your own lawsuit. You cannot exclude yourself from the PAGA portion of the Settlement.

OBJECTING TO THE SETTLEMENT

15. How do I tell the Court that I don't like the Settlement?

If you are a Participating Class Member and don't think the Settlement is fair, you can object to some or all of the Settlement. You can either object to the Settlement in person at the Final Approval Hearing or you can submit a written objection. Written objections must be faxed, emailed, or mailed to the Administrator by _____, 2025 [*45 days within mailing of Notice*].

The written objection should state your name and mailing address and describe all reasons for objecting to the terms of the Settlement. You should also include or attach any documents upon which your objection is based. If the Court overrules the objection at the Final Approval Hearing, the Settlement will be approved and you will receive your Individual Class Payment. If you do not submit a written objection, you may still appear at the Final Approval Hearing to voice your objection or to otherwise observe the proceedings.

Class Members who opt out from the Class portion of the Settlement have no right to object to the Settlement.

THE COURT'S FINAL APPROVAL HEARING

16. When and where will the Court decide whether to grant final approval of the Settlement?

The Court will hold a "Final Approval Hearing" in Department 11B of the San Joaquin County Superior Court located at 180 E. Weber Avenue, Stockton, CA 95202 on _____ 2026, at ___. At this hearing, the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve the Class Counsel's request for attorneys' fees and costs, the Class Representative Service Payments, and the Administration Expense Payment.

The Court may reschedule the Final Approval Hearing without further notice to Class Members. You can also check the Court's docket in this case, which will have the most up to date information about the case, by visiting the Court's websites at https://www.sjcourts.org/.

17. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you timely submit a written objection, you don't have to come to Court to talk about it, but you may. You may also hire and pay your own lawyer to attend if you so desire.

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You may also appear remotely for the Final Approval Hearing. To attend the remote hearing: Call into (209) 992-5590, then follow the prompts and use the Bridge # and Pin # for the Department where your case is to be heard. For Department 11B (Judge Water), the information is as follows: Bridge # 6941; Pin # 5564.

GETTING MORE INFORMATION

18. Whom may I contact if I have questions about the Settlement?

You may contact Class Counsel at the contact information above in Paragraph 4 if you have any questions about the Settlement. You may also contact the court-appointed Administrator, Apex Class Action Administration, using its contact information provided above.

You may also visit https://apexclassaction.com/about/ to review important case notices and documents.

PLEASE DO NOT TELEPHONE THE SUPERIOR COURT CLERK TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Activity	Date & Time	Recipient	Activity Details
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