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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **IN AND FOR THE COUNTY OF SAN MATEO**

15 CELESTE JACOBS, DAVID HALEY, and
16 GABRIEL A. REYES, individuals, on behalf
17 of themselves and on behalf of all persons
18 similarly situated,

19 Plaintiff,

20 vs.

21 DPR CONSTRUCTION, INC., a
22 Corporation; and DOES 1 through 50,
23 inclusive,

24 Defendants.

CASE NO.: **23-CIV-05852**

**DECLARATION OF KYLE NORDREHAUG
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: February 25, 2026
Hearing Time: 2:00 p.m.

Judge: Hon. Nicole S. Healy
Dept: 28

Date Filed: December 11, 2023
Trial Date: Not set

1 I, Kyle Nordrehaug, declare as follows:

2 1. I am a partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP,
3 counsel for Plaintiffs Celeste Jacobs, David Haley, and Gabriel A. Reyes (“Plaintiffs”) in this
4 matter. As such, I am fully familiar with the facts, pleadings and history of this matter. The
5 following facts are within my own personal knowledge, and if called as a witness, I could testify
6 competently to the matters stated herein.

7 2. This declaration is being submitted in support of Plaintiffs’ unopposed motion for
8 preliminary approval of the proposed class action settlement with Defendant DPR Construction,
9 Inc. (“Defendant”), which motion seeks entry of an order: (1) preliminarily approving the proposed
10 settlement of this class action with Defendant; (2) for settlement purposes only, conditionally
11 certifying the Class, which is comprised of “all individuals who are or previously were employed by
12 Defendant who were classified as non-exempt in the State of California at any time during the Class
13 Period”, which is December 11, 2019 through May 27, 2025; (3) provisionally appointing Plaintiffs
14 as the representatives of the Class; (4) provisionally appointing Blumenthal Nordrehaug Bhowmik
15 De Blouw LLP as Class Counsel; (5) approving the form and method for providing class-wide
16 notice; (6) directing that notice of the proposed settlement be given to the Class; (7) appointing
17 Apex Class Action as the Administrator, and (8) scheduling a final approval hearing date, proposed
18 for December 3, 2025, to consider Plaintiffs’ motion for final approval of the settlement and for
19 approval of attorneys’ fees, expenses and the service awards. Attached hereto as Exhibit #1 is a
20 copy of the fully executed Class Action and PAGA Settlement Agreement and Release
21 (“Agreement”) along with exhibits thereto. The capitalized terms in this Declaration have defined
22 meanings that are set out in detail in the Agreement, and all defined terms shall have the same
23 meaning as set forth in the Agreement and are incorporated herein.

24
25 Fairness of Settlement

26 3. As consideration for this Settlement, the non-reversionary Gross Settlement Amount
27 of Four Million Five Hundred Thousand Dollars (\$4,500,000) (the “Gross Settlement Amount”) is
28 to be paid by Defendant, as set forth in the Agreement. The Gross Settlement Amount will settle all

1 issues pending in the Action between the Parties (Plaintiffs, Participating Class Members, and the
2 Aggrieved Employees) and will be made in full and final settlement of the Released Class Claims
3 and Released PAGA Claims in exchange for the payments to Participating Class Members and
4 Aggrieved Employees, and includes (a) the costs of administration of the settlement, (b) all
5 attorneys' fees and costs, (c) Class Representative Service Payments, and (d) the PAGA Penalties
6 payment allocated 75% to the LWDA and 25% to the Aggrieved Employees. (Agreement at ¶
7 2.22.) The following is a table of the key Settlement terms and the proposed deductions:

8 **\$4,500,000** (Gross Settlement Amount)

- 9 - \$37,500 (Plaintiffs' proposed service awards - not to exceed amount)
- 10 - \$16,000 (Class Counsel Litigation Expenses Payment - not to exceed amount)
- 11 - \$1,500,000 (Class Counsel Fees Payment - not to exceed 1/3 of settlement)
- 12 - \$100,000 (PAGA Payment - 75% to LWDA / 25% to Aggrieved Employees)
- 13 - \$28,000 (Administration Expenses Payment - not to exceed amount)

14 **\$2,818,500** (Net Settlement Amount)

15 4. The relief provided in the Settlement will benefit all members of the Class. The
16 Settlement does not grant preferential treatment to Plaintiffs or segments of the Class in any way.
17 Payments to the Class Members are all determined under a neutral methodology. Each
18 Participating Class Member will receive the same opportunity to participate in and receive payment
19 through a neutral formula that is based upon the Workweeks for that individual.

20 5. On February 12, 2025, the Parties participated in an all-day mediation with Hon.
21 Brian C. Walsh (ret.), a respected and experienced mediator of wage and hour class actions. In
22 preparation for the mediation, Defendant provided Class Counsel with payroll and employment
23 data, along with other information regarding the Class Members, various internal documents and
24 policies, and other compensation and employment-related materials. Class Counsel analyzed the
25 data with the assistance of damages expert Berger Consulting and prepared and submitted a
26 mediation brief to the mediator. The final settlement terms were negotiated and set forth in the
27 Agreement now presented for this Court's approval. Importantly, Plaintiffs and Class Counsel
28 believe that this Settlement is fair, reasonable and adequate.

1 6. Based upon 4,096 Class Members who worked an estimated 343,202 Workweeks
2 (Agreement at ¶ 7.1), the Gross Settlement Amount provides an estimated average value of \$1,098
3 per Class Member and \$13 per workweek and after deductions the Net Settlement Amount provides
4 an estimated average recovery of \$688.11 per Class Member and a recovery of \$8.21 per workweek
5 assuming 100% participation in the Settlement. The calculations to compensate for the amount due
6 for the Class at the time of the mediation were calculated by Berger Consulting, Plaintiffs' damage
7 expert. As to the Class whose claims are at issue in this Action, Plaintiffs used the expert to analyze
8 the data and determine the potential unpaid wages for the employees. The maximum potential
9 damages were calculated to be \$5,005,029 for the alleged unpaid wages for off-the-clock work at 5
10 minutes per shift, \$3,003,021 for alleged meal period damages based upon a 5% potential violation
11 rate for all shifts worked, \$3,003,021 for alleged rest period damages based upon the same 5%
12 potential violation rate, \$540,660 for alleged unreimbursed cell-phone expenses at \$5 per month.
13 As a result, the total damage valuation was calculated such that Defendant was subject to a
14 maximum damage claim in the amount of \$11,551,731. As to potential penalties, Plaintiff
15 calculated that potential waiting time penalties were a maximum of \$18,454,800, and potential
16 maximum wage statement penalties were \$9,652,000.¹ Defendant vigorously disputed Plaintiffs'
17 calculations and exposure theories. Consequently, the Gross Settlement Amount of \$4,500,000
18 represents more than 38% of the maximum value of the alleged damages at issue in this case at the
19 time this Settlement was negotiated.² Importantly, the recent decision that good faith belief of
20 compliance by the employer in *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065
21

22 ¹ While Plaintiffs alleged claims for statutory penalties pursuant to Labor Code Sections 203
23 and 226, at mediation Plaintiffs recognized that these claims were subject to additional, separate
24 defenses asserted by Defendant, including, a good faith dispute defense as to whether any premium
25 wages for meal or rest periods or other wages were owed given Defendant's position that Plaintiffs
26 and Class Members were properly compensated. *See Nordstrom Commission Cases*, 186 Cal. App.
4th 576, 584 (2010) ("There is no willful failure to pay wages if the employer and employee have a
good faith dispute as to whether and when the wages were due.").

27 ² Because the PAGA claim is not a class claim and primarily is paid to the State of California,
28 Plaintiff has not included the PAGA claim in this discussion of the value of the class claims. The
PAGA claim is addressed below at ¶33.

(2024), could completely negate the claims for waiting time and wage statement penalties, even if wages were owed to the Class. The above maximum calculations should then be realistically risk-adjusted in consideration for both the risk of class certification and the risk of establishing class-wide liability on all claims. Given the amount of the settlement as compared to the potential value of claims in this case and the defenses asserted by Defendant, this settlement is fair and reasonable.

Procedural History of the Litigation

7. On October 25, 2023, Plaintiff Celeste Jacob filed with the LWDA and served on Defendant a notice under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil penalties on behalf of Aggrieved Employees for various Labor Code violations (“PAGA Notice”). On May 9, 2025, Plaintiff Celeste Jacob filed with the LWDA and served on Defendant an amended notice under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil penalties on behalf of Aggrieved Employees for various Labor Code violations (“PAGA Notice - Amended”). The PAGA Notice and PAGA Notice - Amended by Plaintiff Jacobs are attached hereto as Exhibit #3 for the Court’s reference.

8. On December 11, 2023, Plaintiff Jacobs filed a class action Complaint against Defendant in the Superior Court of the State of California, County of San Mateo, case no. 23CIV05852 (the “Action” or “Class Action”). The Class Action asserted class claims against Defendant for: (1) unfair competition in violation of Cal. Bus & Prof. Code §§ 17200, et seq.; (2) failure to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (3) failure to pay overtime wages in violation of California Labor Code §§ 510, 1194 & 1198; (4) failure to provide required meal periods in violation of Cal. Labor Code §§ 226.7 and 512; (5) failure to provide required rest periods in violation of Cal. Labor Code §§ 226.7 and 512; (6) failure to provide accurate itemized wage statements in violation of California Labor Code § 226; (7) failure to reimburse employees for required expenses in violation of California Labor Code § 2802; (8) failure to provide wages when due in violation of California Labor Code §§ 201, 202 and 203; and, (9) failure to pay sick pay wages in violation of California Labor Code §§ 201-204, 233, and 246. On February 1, 2024, Plaintiff Jacobs filed a separate representative action complaint against

1 Defendant in the Superior Court of the State of California, County of Santa Clara, case no.
2 24CV430202, asserting a single cause of action brought pursuant to the Private Attorney General
3 Act, Cal. Labor Code §§ 2698, et seq. ("PAGA Complaint"), seeking civil penalties for violations of
4 Labor Code Sections 201, 202, 203, 204, et seq., 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512,
5 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section
6 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14), and the
7 applicable Wage Order(s) (the "PAGA Action.") (the "PAGA Action"). On April 9, 2024, Plaintiff
8 Jacobs filed a First Amended Complaint in the Action adding a single cause of action seeking
9 PAGA penalties. On April 18, 2024, pursuant to the Parties' agreement to consolidate the Action
10 and the PAGA Action, to proceed with the Action and to dismiss the PAGA Action, the Santa Clara
11 County Superior Court dismissed without prejudice the PAGA Action.

12 9. As part of this Agreement, on June 13, 2025 the Parties filed a stipulation for
13 leave to file a Second Amended Complaint in the Action, adding plaintiffs David Haley and Gabriel
14 A Reyes and additional allegations asserted before and during the mediation. The Second Amended
15 Complaint filed on June 30, 2025 is the operative complaint in the Action (the "Operative
16 Complaint").

17 10. Over the course of litigation, the Parties engaged in the investigation of the claims,
18 including informal discovery and the production of documents, class data, and other information,
19 allowing for the full and complete analysis of liabilities and defenses to the claims in the Action.
20 The information for mediation obtained by Plaintiff included: (1) data concerning the class; (2)
21 payroll data and employment data for the Class; (3) Defendant's wage and hour policies; (4) the
22 employment files for the Plaintiffs; and, (5) samples of wage statements provided by Defendant. As
23 such, Class Counsel received the data and information for the Class, which was sufficient for
24 Plaintiffs' expert to prepare the valuations of the claims for the Class.

25 11. Class Counsel has extensive experience in litigating wage and hour class actions in
26 California. The Parties have thoroughly litigated the Action since inception. During the course of
27 litigation, the Parties each performed analysis of the merits and value of the claims. Plaintiffs and
28 Defendant have engaged in significant research and investigation in connection with the Action.

1 Class Counsel has thoroughly analyzed the value of the claims during the prosecution of this Action
2 and utilized an expert to perform an analysis of the data and valuation of the claims.

3 12. Plaintiffs and Defendant agreed to discuss resolution of the Action through a
4 mediation. Prior to mediation, the Parties engaged in the above investigation and the exchange of
5 documents and information in connection with the Action. On February 12, 2025, the Parties
6 participated in an all-day mediation presided over by Hon. Brian C. Walsh (ret.), a respected and
7 experienced mediator of wage and hour class actions. Following the mediation, the Parties agreed
8 to settle the Action based upon a mediator's proposal which was memorialized in the form of a
9 Memorandum of Understanding. The Parties then negotiated the final terms of the settlement as set
10 forth in the Agreement. At all times, the negotiations were arm's length and contentious.

11 13. Although a settlement has been reached, Defendant denies any liability or
12 wrongdoing of any kind associated with the claims alleged in the Action and further denies that, for
13 any purpose other than settlement, the Action is appropriate for class and/or representative
14 treatment. Defendant contends, among other things, that it has complied at all times with the
15 California Labor Code, applicable Wage Order, and all other laws and regulations. Further,
16 Defendant contends that class certification is inappropriate for any reason other than for settlement.
17 Plaintiffs contend that Defendant violated California wage and hour laws. Plaintiffs further contend
18 that the Action is appropriate for class certification on the basis that the claims meet the requisites
19 for class certification. Without admitting that class certification is proper, Defendant has stipulated
20 that the above Class may be certified for settlement purposes only. (Agreement at ¶¶ 1.1, 5.2, 16.2.)
21 The Parties agree that certification for settlement purposes is not an admission that class
22 certification is proper. Further, the Agreement is not admissible in this or any other proceeding as
23 evidence that the Class could be certified absent a settlement. Solely for purposes of settling the
24 Action, the Parties stipulate and agree that the requisites for establishing class certification with
25 respect to the Class are satisfied.

26 14. Class Counsel has conducted an investigation into the facts of the class action.
27 Informal discovery was obtained, which included the production of relevant documents and data.
28 Class Counsel engaged in a thorough review and analysis of the relevant documents and data with

1 the assistance of an expert. Accordingly, the agreement to settle did not occur until Class Counsel
2 possessed sufficient information to make an informed judgment regarding the likelihood of success
3 on the merits and the results that could be obtained through further litigation. In addition, Class
4 Counsel previously negotiated settlements with other employers in actions involving nearly
5 identical issues and analogous defenses. Based on the foregoing data and their own independent
6 investigation, evaluation and experience, Class Counsel believes that the settlement with Defendant
7 on the terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of
8 the Class in light of all known facts and circumstances, including the risk of significant delay,
9 defenses asserted by Defendant, and potential appellate issues.

10
11 Settlement Terms and Plan of Allocation

12 15. The Gross Settlement Amount is Four Million Five Hundred Thousand Dollars
13 (\$4,500,000). (Agreement at ¶ 6.1.) Under the Settlement, the Gross Settlement Amount consists
14 of the following elements: (1) payment of the Individual Class Payments to the Participating Class
15 Members; (2) Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (3)
16 Administration Expenses Payment; (4) the Class Representative Service Payments to the Plaintiffs;
17 and (5) the PAGA Penalties payment. (Agreement at ¶ 6.2.) The Gross Settlement Amount does
18 not include Defendant's share of payroll taxes. (Agreement at ¶ 2.22, 7.4.) The Gross Settlement
19 Amount shall be all-in with no reversion to Defendant. (Id.)

20 16. Defendant shall fund the Gross Settlement Amount and the amount necessary to pay
21 payroll taxes no later than 21 days after the Effective Date. (Agreement at ¶ 7.3.) The distribution
22 of Individual Class Payments to Participating Class Members along with the other Court-approved
23 distributions shall be made within 14 days after the Defendant funds the settlement. (Agreement at
24 ¶ 8.1.)

25 17. The amount remaining in the Gross Settlement Amount after the deduction of
26 Court-approved amounts for Individual PAGA Payments, the LWDA PAGA Payment, the Class
27 Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation
28 Expenses Payment, and the Administration Expenses Payment (called the "Net Settlement

Amount”) shall be allocated to Class Members as their Individual Class Payments. (Agreement at ¶¶ 2.28 and 6.2.) From the Net Settlement Amount, the Individual Class Payment for each Participating Class Member will be 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. (Agreement at ¶ 6.2(e).) Workweeks will initially be based on Defendant’s records, however, Class Members will have the right to challenge the number of Workweeks. 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. (Agreement at ¶ 11.8 (c).)

18. Class Members may choose to opt-out of the Settlement by following the directions in the Class Notice. (Agreement at ¶ 11.5, Ex. A.) The Class Notice provides that Class Members shall have sixty (60) days from the date that the Class Notice is mailed to them (the “Response Deadline”) to request exclusion (opt-out) or to submit a written objection. (Agreement at ¶¶ 2.45, 11.5, 11.7.) All Class Members who do not "opt out" will be deemed Participating Class Members who will be bound by the Settlement and will be entitled to receive an Individual Class Payment. (Agreement at ¶ 11.5(c).) All Aggrieved Employees, including those who submit an opt-out request, will still be paid their allocation of the PAGA Penalties and will remain subject to the release of the Released PAGA Claims regardless of their request for exclusion. (Agreement at ¶¶ 9.2 and 11.5(d).) Finally, the Class Notice will advise the Class Members of their right to object to the Settlement and/or dispute their Workweeks. (Agreement at ¶¶ 11.6 and 11.7, Ex. A.)

19. A Participating Class Member must cash his or her Individual Class Payment check within 180 days after it is mailed. (Agreement at ¶ 8.2.) Any settlement checks not cashed within 180 days will be voided and any funds represented by such checks sent to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no “unpaid residue.” (Agreement at ¶ 8.5.)

20. Subject to Court approval, the Parties have agreed on Apex Class Action to

1 administer the settlement in this action (“Administrator”). (Agreement at ¶ 2.2.) The Administrator
2 will be paid for settlement administration in an amount not to exceed \$28,000. (Agreement at ¶
3 6.2(c).) Apex Class Action provided an estimate of \$27,990 for administration expenses.

4 21. Subject to Court approval, the Agreement provides for Class Counsel to be awarded
5 a sum not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment.
6 (Agreement at ¶ 6.2(b).) Class Counsel will also be allowed to apply separately for an award of
7 Class Counsel Litigation Expenses Payment in an amount not to exceed \$16,000. (Agreement at ¶
8 6.2(b).) Subject to Court approval, the Agreement provides for a payment of no more than \$12,500
9 to the Plaintiffs as the Class Representative Service Payment. (Agreement at ¶ 6.2(a).)

10 22. Subject to Court approval, the PAGA Penalties will be paid from the Gross
11 Settlement Amount for PAGA penalties under the California Private Attorneys General Act, Cal.
12 Labor Code Section 2698, *et seq.* (“PAGA”). The PAGA Penalties are \$100,000, to be allocated
13 75% (\$75,000) to the LWDA PAGA Payment and 25% (\$25,00) to the Individual PAGA
14 Payments.³ (Agreement at ¶ 6.2(d).) The Individual PAGA Payments will be calculated by (a)
15 dividing the amount of the Aggrieved Employees’ twenty-five percent (25%) share of PAGA
16 Penalties (\$25,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees
17 during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Pay
18 Periods. (Agreement at ¶ 6.2(d).) As set forth in the accompanying proof of service, the LWDA has
19 been served with this motion and the Agreement.

20
21 Risks of Continued Litigation and Standards for Approval

22 23. Plaintiff and Class Counsel recognize the expense and length of continuing to
23 litigate and trying this Action against Defendant through possible appeals which could take several
24 years. Class Counsel has also taken into account the uncertain outcome and risk of litigation,
25 especially in complex class actions such as this Action. Class Counsel is also mindful of and

26 _____
27 ³ The 75/25 allocation is required by Labor Code § 2699, because this action was filed and the
28 PAGA Notice was sent before June 2024, so it is not subject to the amended version of Labor Code
§ 2699.

1 recognize the inherent problems of proof under, and alleged defenses to, the claims asserted in the
2 Action. Based upon their evaluation, Plaintiffs and Class Counsel have determined that the
3 Settlement set forth in the Agreement is in the best interest of the Class Members.

4 24. A number of defenses asserted by Defendant present serious threats to the claims of
5 the Plaintiffs and the other Class Members. Defendant asserted that Defendant's policies and
6 practices complied with all applicable labor laws. Specifically, Defendant argued that its policies
7 prohibit Class members from working off the clock and Class Members were paid for all time
8 worked. Defendants further argued that it paid all wages, including minimum, overtime double
9 time, and sick pay, at the correct rates of pay. Defendant also argued that its meal and rest period
10 policies fully complied with California law and that Defendant provided Class Members with the
11 opportunity to take their legally required meal and rest breaks. Defendant further argued that the
12 exemption applicable to the construction industry and employees subject to valid collective
13 bargaining agreements under Labor Code §§ 512 and 514 and the applicable Wage Order negates
14 Plaintiffs' overtime and meal and rest period claims. Further, Defendant argued that the PAGA
15 claims of employees subject to a valid collective bargaining agreement fails because Defendant is
16 exempt, as a construction industry employer, from PAGA penalties under Labor Code § 2699.6.
17 Defendant further argued that there was no failure to pay for business expenses because Class
18 Members were not required to use their cell phones or purchase any supplies or tools to perform
19 their job duties, and any cell phone usage was merely convenient and voluntary such that
20 reimbursement was not legally required. Defendant argued that the Supreme Court decision in
21 *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012), weakened Plaintiffs' claims, on liability, value,
22 and class certifiability as to the meal and rest period claims. Defendant also argued that based on its
23 facially lawful practices, Defendant acted in good faith and without willfulness, which if accepted
24 would negate the claims for waiting time penalties and/or inaccurate wage statements. See e.g.
25 *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024) ("if an employer reasonably
26 and in good faith believed it was providing a complete and accurate wage statement in compliance
27 with the requirements of section 226, then it has not knowingly and intentionally failed to comply
28 with the wage statement law.") If successful, Defendant's defenses could eliminate or substantially

1 reduce the likelihood that Plaintiffs' claims could be certified as a class action and any recovery to
2 the Class. While Plaintiffs believe that these defenses could be overcome, Defendant maintains
3 these defenses have merit and therefore present a serious risk to recovery by the Class.

4 25. There was also a significant risk that, if the Action was not settled, Plaintiffs would
5 be unable to obtain a certified class and maintain the certified class through trial, and thereby not
6 recover on behalf of any employees other than themselves. At the time of the mediation, Defendant
7 forcefully opposed the propriety of class certification, arguing that individual issues precluded class
8 certification. Defendant argued that Plaintiffs were not adequate class representative and Defendant
9 further argued that because there were no unlawful policies or practices that all Class Members
10 were subject to and because Class Members were employed in various positions, locations, and
11 departments, Plaintiffs' claims were not appropriate for class treatment. Further, as demonstrated by
12 the California Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal. 4th 1 (2014),
13 there are significant hurdles to overcome for a class-wide recovery even where the class has been
14 certified. While other cases have approved class certification in wage and hour claims, class
15 certification in this action was hotly disputed and the maintenance of a certified class through trial
16 was by no means a foregone conclusion.

17 26. This settlement is therefore certainly entitled to preliminary approval. Were this
18 case to go to trial, the Plaintiffs and the other class members would need to prove, among other
19 things, that wages were owed on a class-wide basis. This was and is a substantial risk.

20 27. Plaintiffs will apply to the Court for Class Representative Service Payments in
21 consideration for their service and for the risks undertaken on behalf of the Class. (Agreement at ¶
22 6.2(a).) Plaintiffs performed their duties admirably by working with Class Counsel over the course
23 of litigation, and is giving a general release for this service award. Plaintiffs are also providing a
24 general release far beyond the release applicable to the Class. The Declarations of the Plaintiffs are
25 submitted in support. At this stage, the requested service award is within the accepted range of
26 awards for purposes of preliminary approval. *See e.g. Andrews v. Plains All Am. Pipeline L.P.*,
27 2022 U.S. Dist. LEXIS 172183, at *11 (C.D. Cal. 2022) (finding that the requested service awards
28 of \$15,000 each are appropriate); *Reynolds v. Direct Flow Med., Inc.*, 2019 U.S. Dist. LEXIS

1 149865, at *19 (N.D. Cal. 2019) (granting request for \$12,500 service award); *Mathein v. Pier I*
2 *Imps. (U.S.), Inc.*, 2018 U.S. Dist. LEXIS 71386 (E.D. Cal. 2018) (awarding \$12,500 where average
3 class member payment was \$351); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL
4 4473183, *7 (S.D. Cal. Oct. 06, 2008) (awarding \$25,000 service award to each of six plaintiffs in
5 overtime class action); *Glass v. UBS Fin. Servs.*, 2007 WL 221862, *16-17 (N.D. Cal. 2007)
6 (awarding \$25,000 service award in overtime class action and a pool of \$100,000 in enhancements).

7 28. The stage of the proceedings at which this Settlement was reached also militates in
8 favor of preliminary approval and ultimately, final approval of the Settlement. Class Counsel has
9 conducted a thorough investigation into the facts of the class action. Class Counsel began
10 investigating the Class Members' claims before the Action was filed, and during the course of
11 litigation, and Class Counsel and engaged in sufficient informal discovery to obtain necessary
12 information. Class Counsel conducted a review and analysis of the relevant documents and data.
13 Class Counsel was also experienced with these claims, as Class Counsel previously litigated and
14 settled similar claims in other actions. Accordingly, the agreement to settle did not occur until
15 Class Counsel possessed sufficient information to make an informed judgment regarding the
16 likelihood of success on the merits and the results that could be obtained through further litigation.

17 29. Based on the foregoing data and their own independent investigation and evaluation,
18 Class Counsel is of the opinion that the Settlement with Defendant for the consideration and on the
19 terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the
20 Class in light of all known facts and circumstances, including the risk of significant delay, defenses
21 asserted by Defendant, and numerous potential appellate issues. There can be no doubt that
22 Counsel for both Parties possessed sufficient information to make an informed judgment regarding
23 the likelihood of success on the merits and the results that could be obtained through further
24 litigation.

25
26 Class Certification Issues

27 30. Plaintiffs contend that the proposed settlement meets all of the requirements for class
28 certification under California Code of Civil Procedure § 382 as demonstrated below, and therefore,

1 the Court may appropriately approve the Class as defined in the Agreement. This Court should
2 conditionally certify the Class for settlement purposes only, defined as follows:

3 All individuals who are or previously were employed by Defendant who were
4 classified as non-exempt in the State of California at any time during the Class
5 Period.

6 (Agreement at ¶ 2.5.)

7 The Class Period is from December 11, 2019 through May 27, 2025. (Agreement at ¶ 2.13.)

8 a. **Numerosity** - Here, Plaintiffs assert that the 4,096 current and former
9 employees that comprise the Class can be identified based on Defendant's records and are
10 sufficiently numerous for class certification.

11 b. **Common Issues Predominate** - Plaintiffs contends that common questions
12 of law and fact are present, specifically the common questions of whether Defendant's practices
13 were lawful, whether Defendant failed to provide meal and rest periods to Class Members, whether
14 Class members were lawfully compensated for all hours worked, whether Defendant failed to
15 provide required expense reimbursement, and whether Class Members are entitled to damages and
16 penalties as a result of these practices. Plaintiffs contend that certification of this Class is
17 appropriate because Defendant allegedly engaged in uniform practices with respect to the Class
18 Members. As a result, Plaintiff believes these common questions of liability could be answered on
19 a class wide basis.

20 c. **Typicality** - In this Action, Plaintiffs contend that the typicality requirement
21 is fully satisfied. Plaintiffs contend that, like every other member of the Class, they were employed
22 by Defendant as non-exempt employees, and, like every other member of the Class, were subject to
23 the same employment practices. Plaintiffs further contend that, like every other member of the
24 Class, they also claim owed compensation as a result of the Defendant's uniform company policies
25 and practices. Thus, Plaintiffs believe that the claims of Plaintiffs and the members of the Class
26 arise from the same course of conduct by Defendant, involve the same issues, and are based on the
27 same legal theories.

28 d. **Adequacy** - Plaintiffs contend that the Class Members are adequately

1 represented here because Plaintiffs and representing counsel (a) do not have any conflicts of interest
2 with other class members, and (b) will prosecute the case vigorously on behalf of the class.
3 Plaintiffs contend this requirement is met here. First, Plaintiffs are well aware of their duties as the
4 representatives of the Class and have actively participated in the prosecution of this case to date.
5 Plaintiffs effectively communicated with Class Counsel, provided documents and information to
6 Class Counsel, and participated in the investigation and resolution of the Action. The personal
7 involvement of the Plaintiffs was essential to the prosecution of the Action and the monetary
8 settlement reached. Second, Plaintiffs retained competent counsel who are experienced in
9 employment class actions and who have no conflicts. Third, there is no antagonism between the
10 interests of the Plaintiffs and those of the Class. Both the Plaintiffs and the Class Members seek
11 monetary relief under the same set of facts and legal theories. Under such circumstances, there can
12 be no conflicts of interest, and adequacy of representation is satisfied.

13 31. Class Counsel's Adequacy of Representation and Absence of Conflict: Blumenthal
14 Nordrehaug Bhowmik De Blouw LLP is experienced in prosecuting class action lawsuits and can
15 competently represent the Class. Other lawyers at my firm and I have extensive class litigation
16 experience. We have handled a number of class actions and complex cases and have acted both as
17 counsel and as lead and co-lead counsel in a variety of these matters. We have successfully
18 prosecuted and obtained significant recoveries in numerous class action lawsuits and other lawsuits
19 involving complex issues of law and fact. My firm is particularly experienced in wage and hour
20 employment law class actions, including claims for misclassification, overtime, expense
21 reimbursement, unlawful deduction of wages, and missed rest and meal periods. Blumenthal
22 Nordrehaug Bhowmik De Blouw LLP has been involved as class counsel in over hundreds of wage
23 and hour class actions. Blumenthal Nordrehaug Bhowmik De Blouw LLP has been found to be
24 adequate counsel by the courts throughout California. We have been approved as experienced class
25 counsel by both state and federal courts in California in contested class certification proceedings. A
26 true and correct copy of the resume of my firm is attached hereto as Exhibit #2. The Class in this
27 settlement is defined as "all individuals who are or previously were employed by Defendant who
28 were classified as non-exempt in the State of California at any time during the Class Period." I

1 have reviewed my firm's cases and representation of other plaintiffs and there is no conflict or
2 representation which would prevent my firm from representing the interests of the Class this case.
3 My firm only represents employees, and not employers. My firm has never represented Defendant
4 nor any affiliate of the Defendant. My firm's only interest in the subject matter of this litigation is
5 to ensure a recovery to the Class and to maximize that recovery. Finally, our allegiance to the Class
6 and the claims of the Class is not inconsistent with our allegiance to pursue the claims on behalf of
7 other employees and classes as the claims are all against different and distinct employers. I can
8 think of no conflict that would arise in our representation of the Class and our adequate
9 representation of the Class is evidenced by the successful prosecution of the class claims to reach an
10 excellent recovery for the Class. Moreover, neither the Plaintiffs nor Class Counsel have any
11 affiliation with the proposed Administrator for this settlement. Thus, the adequacy requirement for
12 my firm is satisfied for purposes of this Settlement.

13 32. The Class Notice, drafted jointly and agreed upon by the Parties through their
14 respective counsel and to be approved by the Court, includes all relevant information. (*See Exhibit*
15 *"A"* to the Agreement.) In accordance with the Agreement, Defendant will provide the
16 Administrator with a confidential electronic spreadsheet containing the Class Data. (Agreement at
17 ¶ 7.2.) Within 14 days after receiving the Class Data, the Administrator will mail the Class Notice
18 to all Class Members via first-class U.S. Mail using the most current mailing address information
19 available. (Agreement at ¶ 11.4.) The Class Notice will include, among other information: (i)
20 information regarding the Action; (ii) the impact on the rights of the Class Members if they do not
21 opt out, including a description of the applicable release; (iii) information to the Class Members
22 regarding how to opt out and how to object to the Settlement; (iv) the estimated Individual Class
23 Payment for each of the Class Members; (iii) the amount of attorneys' fees and expenses to be
24 sought; (v) the amount of the Plaintiffs' service award requests; and (vi) the anticipated expenses of
25 the Administrator. The Class Notice will explain that the Class Members shall have sixty (60) days
26 from the date that the Class Notice is mailed to them (the "Response Deadline") to request
27 exclusion (opt-out) or to submit a written objection. (Agreement at ¶¶ 2.45, 11.4-11.6.) Class
28 Members shall be given the opportunity to object to the Settlement and/or the attorneys' fees and

1 expenses, and to appear at the Final Approval Hearing. (Agreement at ¶ 11.7.) Class Members
2 who do not submit a timely and proper request to opt-out will automatically receive a payment of
3 their Individual Class Payment. This notice program was designed to meaningfully reach the Class
4 Members and advises them of all pertinent information concerning the Settlement.

5
6 33. The PAGA Claim -

7 a. **Approval of PAGA Settlements.** The decision in *O'Connor v. Uber*, 201
8 F.Supp.3d 1110, 1133 (N.D. Cal. 2016), and the LWDA's Response therein is illustrative. The
9 LWDA first states that "when viewing the monetary relief allocated to PAGA claims under a
10 settlement, the LWDA recognizes that the PAGA sum need not necessarily be viewed through the
11 same lens as the relief obtained by absent class members on other claims (i.e., the percentage of
12 recovery-to-exposure on the PAGA claims need not necessarily equal the percentage of recovery on
13 the other claims)." (LWDA Response at p.3). The LWDA also indicated that the payment of
14 money to the aggrieved employees furthers the purposes of PAGA and that the Court considers that
15 primary consideration. "The LWDA recognizes that this Court does not review the PAGA
16 allocation in isolation, but rather reviews the settlement as a whole, to determine whether it is
17 fundamentally fair, reasonable and adequate, with primary consideration for the interests of absent
18 class members." (LWDA Response at p.4).

19 b. **Valuation of the PAGA Claim.** For mediation, Plaintiff calculated the
20 value of the alleged PAGA claim as to Aggrieved Employees for civil penalties to be between
21 \$8,644,950 and \$17,289,900 for a single violation in every one of the 172,899 pay periods at issue
22 in the PAGA Period, depending on whether the violation was \$50 per pay period as in the case of
23 Labor Code § 558(a)(1) or the standard amount of \$100 per pay period for violation of Labor Code
24 § 1198. This valuation assumed that PAGA civil penalties would be awarded at the maximum rate
25 per pay period but without stacking.⁴ The PAGA allocation in the Settlement is the amount of
26 _____

27 ⁴ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct.
28 The valuation of between \$8,644,950 and \$17,289,900 is the civil penalty amount without stacking.
If stacking is permitted, which Defendant contended at mediation that stacking should not be

1 \$100,000. This allocation is justified by several important considerations. First, the PAGA claim
2 was subject to the same risks as the underlying class claims. Second, Defendant asserted additional
3 defenses to the PAGA claim, not only as to liability but also as to the amount of the penalties.
4 Defendant argued that the PAGA claims of employees subject to a valid collective bargaining
5 agreement fail because Defendant is exempt, as a construction industry employer, from PAGA
6 penalties under Labor Code §2699.6. Defendant further argued that significant PAGA penalties
7 would be unlikely and would be reduced under such particular “circumstances” under Cal. Labor
8 Code §2699(e)(2) and/or “would result in an award that is unjust, arbitrary and oppressive, or
9 confiscatory” under Cal. Labor Code §2699(e)(2). Defendant could also argue that no penalties
10 prior to the PAGA notification should be awarded, and I am aware of one trial court which has so
11 ruled. These additional defenses present a risk to the PAGA claim and the potential that some or all
12 of the PAGA penalties sought may not be awarded. Third, in *Carrington v. Starbucks Corp.*, 30 Cal.
13 App. 5th 504 (2018), the court affirmed a judgment which only provided for a PAGA penalty of \$5
14 per violation. Therefore, at trial, any PAGA penalties awarded could be significantly less than
15 Plaintiffs’ calculation even where Plaintiff prevailed on the PAGA claim. Even if we assume that
16 violations for all 172,899 pay periods were established, using the valuation from *Carrington* results
17 in a potential recovery of only \$864,495 under PAGA. This means that the PAGA allocation in the
18 Agreement is a reasonable percentage of this potential PAGA recovery. Fourth, the interests of
19 PAGA are also served by the Class recovery under the reasoning of the LWDA in *O’Connor v.*
20 *Uber*.

21 c. **Comparable PAGA Settlements.** In reaching the settlement of the PAGA
22 claim, Class Counsel was also aware of what allocations other Courts have approved for similar
23 PAGA settlements as compared to the total settlement amount. A class settlement that allocates
24 approximately 2% of the total settlement value to resolve the PAGA claims applicable to the class

25 _____
26 permitted, then the valuation increases with each additional penalty added to each pay period.
27 Plaintiffs, however, are not aware of any PAGA award which permitted stacking and in the cases
28 cited herein, only one penalty per pay period was assessed, and the recent 2024 amendments to the
PAGA statute cast further doubt on stacking of penalties.

1 is also supported by what has been approved in other wage-and-hour class settlements. Indeed,
2 Courts typically approve PAGA settlement amounts in the range of between 0.27 to 2 percent of the
3 total settlement. See *Davis v. Brown Shoe Co.*, 2015 U.S. Dist. LEXIS 149010 (E.D. Cal. 2015)
4 (PAGA Payment of \$5,000 in a \$1.5 million class settlement); *Zamora v. Ryder Integrated*
5 *Logistics, Inc.*, 2014 U.S. Dist. LEXIS 184096 (S.D. Cal. 2014) (\$7,500 payment to LWDA for
6 PAGA on a \$1.5 million class settlement); *Lusby v. Gamestop Inc.*, 2015 U.S. Dist. LEXIS 42637
7 (N.D. Cal. 2015) (PAGA Payment of \$5,000 in a \$500,000 class settlement); *Cruz v. Sky Chefs,*
8 *Inc.*, 2014 U.S. Dist Lexis 17693 (N.D. Cal. 2014) (approving payment of \$10,000 to the LWDA
9 for PAGA out of \$1,750,000 class settlement); *Chu v. Wells Fargo Investments, LLC*, 2011 WL
10 672645, *1 (N.D. Cal. 2011) (approving PAGA payment of \$7,500 to the LWDA out of \$6.9
11 million common-fund settlement); *Franco v. Ruiz Food Products, Inc.*, 2012 WL 5941801, *13
12 (E.D. Cal. 2012) (approving PAGA payment of \$7,500 to the LWDA out of \$2.5 million
13 common-fund settlement); *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *9 (N.D. Cal. 2009)
14 (approving PAGA allocation that was .49% of \$408,420.32 gross settlement); *Garcia v. Gordon*
15 *Trucking, Inc.*, 10-cv-00324-AWI-SKO, Dkt. 149-3, 165 (E.D. Cal.) (approving a class settlement
16 of \$3,700,000, with \$10,000 allocated to the PAGA claim); *McKenzie v. Federal Express Corp.*,
17 CV 10-02420 GAF (PLAx), Dkt. 139 & 141 (C.D. Cal.) (court approved a settlement in an amount
18 of \$8.25 million, with \$82,500 allotted to the PAGA claim); *DeStefan v Frito-Lay,*
19 *8:10-cv-00112-DOC* (C.D. Cal.) (court approved a class settlement of \$2 million, with \$10,000
20 allocated to PAGA); *Martino v. Ecolab Inc.*, No. 3:14CV04358 (N.D. Cal. 2017) (\$100,000 allotted
21 as PAGA penalties or 0.48% of \$21,000,000 settlement amount); *East v. Comprehensive*
22 *Educational Services Inc.*, Fresno Superior Court Case No. 11-CECG-04226 (2015) (\$10,000
23 allotted as PAGA penalties or 0.13% of \$7,595,846 settlement amount); *Bararsani v. Coldwell*
24 *Banker Residential Brokerage Company*, Los Angeles Superior Court Case No. BC495767 (2016)
25 (\$10,000 allotted as PAGA penalties or 0.22% of \$4,500,000 settlement amount); *Moppin v. Los*
26 *Robles Medical Center*, No. 5:15CV01551 (C.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or
27 0.40% of \$3,775,000 settlement amount); *Scott-George v. PVH Corporation*. No., 2:13CV00441
28 (E.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.46% of \$3,250,000 settlement amount);

1 *Nehrlich v. RPM Mortgage Inc.*, Orange County Superior Court Case No.
2 30-2013-00666783-CU-OE-CXC (2017) (\$10,000 allotted as PAGA penalties or 0.40% of
3 \$2,500,000 settlement amount); *Rubio v. KTI Incorporated*, San Bernardino Superior Court Case
4 No. CIVDS-14-06132 (2015) (\$1,000 allotted as PAGA penalties or 0.18% of \$550,000 settlement
5 amount); *Gray v. Mountain View Child Care Inc.*, San Bernardino Superior Court Case No.
6 CIVDS-14-02285 (2016) (\$2,500 allotted as PAGA penalties or 0.37% of \$675,000 settlement
7 amount); *Perez v. West Coast Liquidators Inc. d/b/a Big Lots*, San Bernardino Superior Court Case
8 No. CIVDS-14-17863 (2016) (\$3,000 allotted as PAGA penalties or 0.33% of \$900,000 settlement
9 amount); *Penaloza vs. PPG Industries Inc.*, Los Angeles Superior Court No. BC471369 (2013)
10 (\$5,000 allotted as PAGA penalties or 0.38% of \$1,300,000 settlement amount); *Mejia v. DHL*
11 *Express (USA) Inc.*, No. 2:15CV00890 (C.D. Cal. 2017) (\$5,000 allotted as PAGA penalties or
12 0.34% of \$1,450,000 settlement amount).

13
14 34. Attorneys' Fees - The Class Counsel Fees Payment is capped at one-third of the
15 Gross Settlement Amount. A fee award that is capped at one-third of the common fund is fair and
16 reasonable, and at the time of final approval, my firm will present lodestar to further support the
17 reasonableness of the requested fee award. My firm has been regularly awarded attorney's fees
18 equal to one-third of the common fund in Court-approved wage and hour class settlements. Some
19 of the class action awards obtained by Class Counsel in similar employment actions throughout the
20 state bear out the reasonableness of a fee and costs award equivalent to one-third (1/3) of the total
21 settlement value: On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles
22 Superior Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee
23 award in a wage and hour class settlement. On February 1, 2019, in *Solarcity Wage and Hour*
24 *Cases* (San Mateo Superior Court, Case No. JCCP 4945) Judge Marie Weiner awarded Class
25 Counsel a one-third fee award in a wage and hour class settlement. On July 30, 2019, in *Erickson v.*
26 *John Muir Health*, (Contra Costa Superior Court Case No. MSC18-00307) Judge Edward Weil
27 awarded Class Counsel a one-third fee award in a wage and hour class settlement. On December
28 18, 2019, in *Velasco v. Lemonade Restaurant Group*, (Los Angeles Superior Court Case No.

1 BC672235) Judge William Highberger awarded Class Counsel a one-third fee award in a wage and
2 hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange
3 County Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-
4 third award in a wage and hour class settlement. On December 3, 2020, in *Blackshear v. California*
5 *Fine Wine & Spirits* (Sacramento Superior Court Case No. 34-2018-00245842) Judge Christopher
6 Krueger awarded BNBD a one-third fee award in a wage and hour class settlement. On June 2,
7 2021, in *Pacia v. CIM Group, L.P.* (Los Angeles Superior Court Case No. BC709666), Judge Amy
8 D. Hogue awarded Class Counsel a one-third fee award in a wage and hour class settlement. On
9 November 8, 2021, in *Securitas Wage and Hour Cases* (Los Angeles Superior Court Case No.
10 JCCP4837) Judge David Cunningham awarded a one-third fee award in a wage and hour class
11 settlement. On March 17, 2022, in *See's Candies Wage and Hour Cases* (Los Angeles Superior
12 Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third fee award in a wage and hour
13 class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San Francisco Superior
14 Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award in a wage
15 and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los
16 Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee
17 award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management*
18 *LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger
19 awarded a one-third fee award in a wage and hour class action settlement. On August 10, 2022, in
20 *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-
21 00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee award in a wage
22 and hour class action settlement. On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San
23 Francisco Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr. awarded a one-
24 third fee award in a wage and hour class action settlement. On November 4, 2022, in *Infinity Energy*
25 *Wage and Hour Cases* (San Diego Superior Court, Case No. JCCP5139), Judge Keri Katz awarded
26 a one-third fee award in a wage and hour class action settlement. On February 1, 2023, in *Hogan v.*
27 *AECOM Technical Services, Inc.* (Los Angeles Superior Court Case No. 19STCV40072), Judge
28 Stuart Rice awarded a one-third fee award in a wage and hour class settlement. On February 28,

2023, in *Farthing v. Milestone Technologies* (San Francisco Superior Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County Superior Court Case No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage and hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino County Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee award in a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee award in a wage and hour class settlement. On August 5, 2023, in *Correia v. Gallo Glass Company* (Stanislaus County Superior Court Case No. CV-21-006459) Judge Sonny Sandhu approved a one-third fee award in a wage and hour class settlement. On September 15, 2023, in *Moran v. Sharp Healthcare* (San Diego County Superior Court Case No. 37-2019-00050203), Judge Richard Whitney awarded a one-third fee award in a wage and hour class settlement. On October 10, 2023, in *Arango v. Schlumberger Technology*, (Orange County Case No. 30-2019-01056839-CU- OE-CXC), Judge William Claster approved a one-third fee award in a wage and hour class action. On October 16, 2023, in *Flores v. Walmart*, (San Bernardino County Superior Court Case No. CIVDS2023061) Judge Joseph T. Ortiz awarded a one-third fee award in a wage and hour class settlement. On October 20, 2023, in *Pond v. Glen Ivy Hot Springs* (Riverside County Superior Court Case No. CVRI2104986), Judge Harold W. Hopp awarded a one-third fee award in a wage and hour class settlement. On November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles County Superior Court Case No. 21STCV42692), Judge Maren Nelson awarded a one-third fee award in a wage and hour class settlement. On November 20, 2023, in *Steele v. Legoland California* (San Diego County Superior Court Case No. 37-2021-00052868), Judge Carolyn M. Caietti awarded a one-third fee award in a wage and hour class settlement. On November 29, 2023, in *Ochoa-Andrade v. See's Candies* (San Mateo County Superior Court Case no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee award in a wage and hour class settlement. On September 12, 2024, in *Murdock v. Aspen Surgery Center* (Contra Costa County Superior Court Case No. MSC21-02047), Judge Charles Treat approved a one-third fee award in a

1 wage and hour class settlement. On October 8, 2024, in *Rattler v. Pacific Coast Container*
2 (Alameda Superior Court Case No. 22CV015216), Judge Michael Markman approved a one-third
3 fee award in a wage and hour class settlement. On January 14, 2025, in *Curry v. United Health*
4 *Care Staffing* (San Francisco Superior Court Case No. CGC-21-597339), Judge Curtis Karnow
5 approved a one-third fee award in a wage and hour class settlement. On January 17, 2025, in
6 *Virgen v. Curaleaf* (Sacramento County Superior Court Case No. 34-2022-00314655), Judge Lauri
7 Damrell approved a one-third fee award in a wage and hour class settlement. A fee award equal to
8 one-third of the common fund is therefore reasonable in light of the fees that have been awarded in
9 other similar cases.

10
11 35. Class Representative Service Payments - The reasonableness of the requested service
12 award is also established by reference to the amounts that other California courts have found to be
13 reasonable in wage and hour class action settlements: *Zamora v. Balboa Life & Casualty, LLC*,
14 Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding \$25,000 service
15 award); *Aguiar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx)(C.D. Cal. Mar. 17,
16 2011)(awarding \$14,767 service award); *Magee v. American Residential Services, LLC*, Case No.
17 BC423798, Los Angeles County Superior Court (Apr. 21, 2011)(awarding \$15,000 service award);
18 *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County
19 Superior Court (June 24, 2010)(awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*,
20 Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding \$10,000 service
21 awards to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No.
22 BC417335, Los Angeles County Superior Court (Mar. 21, 2011)(awarding \$10,000 service award);
23 *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June,
24 11, 2010)(awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No.
25 BC429042, Los Angeles County Superior Court (Oct. 3, 2013)(awarding \$10,000 service award);
26 *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior
27 Court (May 27, 2011)(awarding \$10,000 service award); *Hickson v. South Coast Auto Ins.*
28 *Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27,

2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award); *Kambamba v. Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court, (Aug. 19, 2011)(awarding \$10,000 service award together with additional compensation for their general release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service award); *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*, Case No. BC408054, Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case No. BC422202, Los Angeles County Superior Court (May 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335, Santa Clara County Superior Court (Sept. 13, 2011)(awarding \$10,000 service award); *Bejarano v. Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx)(C.D. Cal. June 22, 2010)(awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000 service award); *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012)(awarding \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside County Superior Court (July 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT Security Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000 service award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange County Superior Court (Jan. 24, 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security Services, LLC*, Case Nos. BS900199, BS900517, San Bernardino County Superior Court (Apr. 23, 2010)(awarding \$10,000 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior Court Case no. 17CV313457 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The*

1 *Industrial Company*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug. 1,
2 2018) (awarding \$10,000 service award).

3
4 36. Potentially Related Other Actions - I am not aware of any other pending matter or
5 action asserting claims that will be extinguished or affected by the Settlement. (Agreement at ¶
6 1.2.)

7
8 37. Administration - After seeking bids from qualified administrators, the estimate from
9 Apex Class Action was selected, as it provided for an estimate of \$27,990 to perform the settlement
10 administration for up to 4,100 individuals, with any difference between the actual expenses and the
11 budget of \$28,000 to be retained in the Net Settlement Amount for distribution to the Class. I have
12 used Apex Class Action successfully as the administrator in more than twenty class settlements in
13 the last couple years and know them to be competent and experienced. My firm has no relationship
14 or connection with Apex Class Action, and thus no conflict of interest exists. Submitted in support
15 of the motion is the Declaration of Michael Sutherland of Apex Class Action which includes the
16 estimate for administration from Apex Class Action for this matter.

17
18 Service on the LWDA:

19 38. At the same time as the filing and service of this declaration, I am also serving the
20 LWDA with the entire motion for preliminary approval which includes the Class Action and PAGA
21 Settlement Agreement and Release. This service is verified by the accompanying proof of service.

22
23 I declare under penalty of perjury under the laws of the State of California that the foregoing
24 is true and correct. Executed this 14th day of August, 2025, at La Jolla, California.

25
26 By: /s/ Kyle Nordrehaug
27 Kyle R. Nordrehaug, Esq.
28 Attorney for Plaintiffs

EXHIBIT #1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND RELEASE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Celeste Jacobs, David Haley, and Gabriel A. Reyes (“Plaintiffs”) and defendant DPR Construction, Inc. (“Defendant”) subject to approval of the Court. The Agreement refers to Plaintiffs and Defendant collectively as the “Parties,” or individually as “Party.”

1. THE CONDITIONAL NATURE OF THIS AGREEMENT

1.1 This Agreement and all associated exhibits or attachments, which supersede any and all prior memoranda of understanding or proposals, are made for the sole purpose of settling the Action (as described in Section 2.1 below). This Agreement is made in compromise of disputed claims. Because this Action was pled as a class action, this Agreement must receive preliminary and final approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis. If the Court does not enter the Order of Final Approval, the proposed Judgment does not become a final Judgment for any reason, and/or the Final Approval Date does not occur, this Agreement shall be deemed null and void ab initio, it shall be of no force or effect whatsoever; it shall not be referred to or utilized for any purpose whatsoever; and the negotiation, terms and entry of this Agreement shall remain subject to the provisions of the California Evidence Code sections 1119 and 1152, Federal Rules of Evidence Rule 408, and any other analogous rules of evidence that are applicable.

1.2 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

2. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

2.1 “Action” or “Class Action” means the lawsuit against Defendant captioned *Celeste Jacobs v. DPR Construction, Inc.*, Case No. 23-CIV-05852, filed on December 11, 2023 and pending in Superior Court of the State of California, County of San Mateo.

2.2 “Administrator” means Apex Class Action, the third-party class action settlement administrator neutral entity the Parties have agreed to appoint to administer the Settlement subject to approval by the Court.

2.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses as a result of the procedures and processes expressly required by this Agreement and in accordance with the Administrator’s “not to exceed” bid to be submitted to the Court in connection with Preliminary Approval.

2.4 “Aggrieved Employees” means all non-exempt employees who worked for Defendant in California at any time during the PAGA Period.

- 2.5 “Class” means all individuals who are or previously were employed by Defendant (as defined in Section 2.17 below) who were classified as non-exempt in the State of California at any time during the Class Period.
- 2.6 “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
- 2.7 “Class Counsel Fees Payment” means the amounts to be paid to Class Counsel for fees as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, and all post-Settlement compliance procedures incurred in connection with the Action. Class Counsel will not seek more than one third of the Gross Settlement Amount (i.e. no more than One Million Five Hundred Thousand Dollars and No Cents (\$1,500,000)) as the Class Counsel Fees Payment request.
- 2.8 “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for expenses, as approved by the Court, to compensate Class Counsel for their litigation expenses billed in connection with the Action.
- 2.9 “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, social security number, email address (if known and available to Defendant), and number of Workweeks each Class Member has worked and PAGA Pay Periods each Aggrieved Party has worked.
- 2.10 “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).
- 2.11 “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 by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.
- 2.12 “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.
- 2.13 “Class Period” means the period of time from December 11, 2019 through May 27, 2025.
- 2.14 “Class Representatives” means Celeste Jacobs, David Haley and Gabriel A. Reyes, who are the named Plaintiffs in the Operative Complaint in the Action seeking Court approval to serve as a Class Representatives.

- 2.15 “Class Representatives Service Payments” means the service payments made to the named Plaintiffs as Class Representatives in order to compensate for pursuing the Action and performing work in support of the Action, and for the general releases of all claims by the Plaintiffs. The Class Representative Service Payments will not exceed Twelve Thousand Five Hundred Dollars (\$12,500) per approved Class Representative or more than Thirty-Seven Thousand Five Hundred Dollars (\$37,500) in the aggregate.
- 2.16 “Court” means the Superior Court of California, County of San Mateo.
- 2.17 “Defendant” means DPR Construction, Inc.
- 2.18 “Defense Counsel” means Duane Morris LLP.
- 2.19 “Effective Date” means (i) in the event that the Settlement has received Final Approval by the Court and there were no timely objections filed, or that any timely objections have been withdrawn, and no appeal has been filed, then it is the date sixty (60) days following the Court’s entry of an order of Final Approval of the Settlement; or (ii) in the event that one or more timely objections has/have been filed and not withdrawn, then upon the passage of the applicable date for an objector to seek appellate review of the trial court’s entry of an order of Final Approval of the Settlement, without a timely appeal having been filed; or (iii) in the event that a timely appeal of the Court’s order of Final Approval has been filed, then the Settlement shall be final when the appellate review has passed, or the date that any such Appeal has been either dismissed or withdrawn by the appellant.
- 2.20 “Final Approval” or “Order of Final Approval” means the Court’s order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement and entering judgment.
- 2.21 “Final Approval Hearing” means the Court’s hearing on the motion for Final Approval of the Settlement to consider whether to approve the Final Approval of the Settlement.
- 2.22 “Gross Settlement Amount” means the sum of Four Million Five Hundred Thousand Dollars and No Cents (\$4,500,000), which is the total amount to be paid by Defendant as provided by this Agreement except as provided in Section 13 below, in exchange for the release of claims described herein, and from all Participating Class Members who do not submit a valid Request for Exclusion. The Gross Settlement Amount includes: (1) all Individual Class Payments, (b) all Individual PAGA Payments, (c) the LWDA PAGA Payment, (d) the Class Counsel Fees Payment, (e) the Class Counsel Litigation Expenses Payment, (f) the Class Representative Service Payments, and (g) the Administration Expenses Payment. This Gross Settlement Amount is an all-in maximum settlement payment without any reversion to Defendant. “All in” means that all settlement amounts and payments shall come out of the \$4,500,000 payment and Defendant shall pay no additional money for the Settlement

except in the case of Section 13 below in which no payment will be due. The employer's share of payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages, shall not be paid from the Gross Settlement Amount, and shall be in addition to the Gross Settlement Amount.

- 2.23 "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.
- 2.24 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of the Twenty-Five Percent (25%) of the PAGA Penalties allocated to Aggrieved Employees, calculated according to the number of PAGA Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 2.25 "Judgment" means the judgment entered by the Court based upon Final Approval of the Settlement, substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 2.26 "LWDA" means the California Labor and Workforce Development Agency, the agency referred to in Labor Code section 2699, subd. (i).
- 2.27 "LWDA PAGA Payment" means Seventy-Five Percent (75%) of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i). If the Court approves, the Parties stipulate that the LWDA PAGA Payment shall be Seventy-Five Thousand Dollars and No Cents (\$75,000).
- 2.28 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments subject to approval by the Court: (a) all Individual PAGA Payments; (b) the LWDA PAGA Payment; (c) Class Representative Service Payments; (d) Class Counsel Fees Payment; (e) Class Counsel Litigation Expenses Payment; and (f) the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments and Individual PAGA Payments.
- 2.29 "Non-Participating Class Member" means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 2.30 "Operative Complaint" means the Second Amended Complaint in the Class Action that Plaintiffs have filed or will file prior to or within three (3) days of executing this Agreement.
- 2.31 "PAGA" means the California Private Attorneys General Act (California Labor Code §§ 2698. *et seq.*).
- 2.32 "PAGA Action" means Plaintiffs' lawsuit captioned *Celeste Jacobs v. DPR Construction, Inc.*, filed on February 1, 2024, and pending in the Superior Court of the State of California, County of Santa Clara.

- 2.33 “PAGA Notice” means the Plaintiff Celeste Jacob’s October 25, 2023 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 2.34 “PAGA Notice - Amended” means the Plaintiff Celeste Jacob’s May 9, 2025 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 2.35 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 2.36 “PAGA Period” means the period of time from October 25, 2022 through February 12, 2025.
- 2.37 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount allocated to settle all claims and remedies under PAGA. Twenty-five percent (25%) of the PAGA Penalties shall be paid to the Aggrieved Employees who have not opted out of the Settlement by submitting a valid and timely Request for Exclusion to the Administrator and seventy-five percent (75%) of the PAGA Penalties shall be paid to the LWDA as part of the Net Settlement Amount in settlement of all claims and remedies under PAGA. If the Court approves, the Parties stipulate that the PAGA Penalties shall be One Hundred Thousand Dollars and No Cents (\$100,000), of which Seventy-Five Thousand Dollars and No Cents (\$75,000) shall be paid to the LWDA and Twenty-Five Thousand Dollars and No Cents (\$25,000) shall be paid to the Aggrieved Employees.
- 2.38 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 2.39 “Plaintiffs” means Celeste Jacobs, David Haley, and Gabriel A. Reyes, the named plaintiffs in the Action.
- 2.40 “Preliminary Approval” means the date the Court preliminarily approves the Settlement and the exhibits thereto, and enters an order providing for notice to the Class, an opportunity to opt out of the Class, an opportunity to submit timely objections to the Settlement, and setting a hearing on the fairness of the terms of the Settlement, including approval of attorneys’ fees and costs, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
- 2.41 “Released Class Claims” means the claims being released as described in Paragraph 9.1 below.
- 2.42 “Released PAGA Claims” means the claims being released as described in Paragraph 9.2 below.
- 2.43 “Released Parties” means Defendant DPR Construction, Inc. and any individual or entity that could be liable for the Released Class Claims and/or Released PAGA

Claims including: DPR Construction, A General Partnership, their former, present and future parents, subsidiaries and affiliated corporations and entities, successors in interest, and with respect to each entity, all of its past, present and future employees, officers, directors, members, managers, shareholders, agents, principals, heirs, joint employers, representatives, accountants, auditors, consultants, attorneys, insurers, reinsurers, affiliates, administrators, fiduciaries, assigns or legal representatives including insurers or attorneys, and any person or entity acting through or in concert with any of the preceding persons or entities.

2.44 “Request for Exclusion” means a Class Member’s submission of a valid timely written request to be excluded from the Class Settlement signed by the Class Member.

2.45 “Response Deadline” means sixty (60) calendar days after the Administrator mails the Class Notice Packet to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, (b) submit an objection to the Settlement; or (c) challenge the information contained in the Class Notice Packet. Class Members to whom Class 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 to submit a Request for Exclusion or objection to the Settlement.

2.46 “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.

2.47 “Workweek” means any week during the Class Period in which a Class Member actually worked for Defendant as a Class Member for at least one day.

3. RECITALS

3.1 On December 11, 2023, Plaintiff Jacobs commenced the Action by filing a complaint on behalf of all individuals who are or were employed by Defendant in California and classified as non-exempt at any time during the four year period beginning December 11, 2019 and ending on a date determined by the court, in the Superior Court of the State of California, County of San Mateo, Case No. 23CIV05852. Plaintiff’s Complaint asserted claims that Defendant:

- (a) Violated California Business and Professions Code § 17200 *et seq.*;
- (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, 1197.1;
- (c) Failed to pay overtime wages in violation of California Labor Code § 510;
- (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;

- (f) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
- (g) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802.
- (h) Failed to provide wages when due in violation of California Labor Code §§ 201, 202 and 203; and
- (i) Failed to pay sick pay wages in violation of California Labor Code §§ 201-203, 233, 246.

3.2 On February 1, 2024, Plaintiff Jacobs filed a representative action complaint against Defendant in the Superior Court of the State of California, County of Santa Clara, asserting a single cause of action for violation of the Private Attorney General Act, Cal. Labor Code §§ 2698, *et seq.*, Case No. 24CV430202, seeking civil penalties for violations of Labor Code Sections 201, 202, 203, 204, *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14), and the applicable Wage Order(s) (the “PAGA Action.”)1.1. 2.2. On April 9, 2024, Plaintiff Jacobs filed a First Amended Complaint in the Action adding a single cause of action seeking PAGA penalties.

3.3 On April 18, 2024, pursuant to the Parties’ agreement to consolidate the Action and the PAGA Action, to proceed with the Action and to dismiss the PAGA Action, the Santa Clara County Superior Court dismissed without prejudice the PAGA Action.

3.4 Plaintiff Jacobs has or will file a Second Amended Complaint in the Action, adding plaintiffs David Haley and Gabriel A Reyes and additional allegations asserted before and during the mediation and will dismiss the PAGA Action with prejudice and any other related actions.

3.5 The Second Amended Complaint will be the Operative Complaint in the Action.

3.6 In the Action, Defendant has asserted various affirmative defenses and contends that its wage and hour policies and practices comply with California law, that Plaintiff cannot corroborate any alleged off-the-clock work, lack of compliant meal or rest breaks, failure to reimburse business expenses or any other derivative claim. Defendant also contends that class certification is not appropriate in this Action. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

3.7 On February 12, 2025, the Parties participated in an all-day mediation presided over by the Hon. Brian C. Walsh (ret.), an experienced mediator of wage and hour representative and class actions. Each party, represented by their respective counsel, were able to agree to reach an agreement to settle the Action and the PAGA Action that was memorialized in the form of a Memorandum of Understanding. This

Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.

4. POSITION OF PLAINTIFFS REGARDING BENEFITS OF THE SETTLEMENT

4.1 Prior to mediation, Plaintiff obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*"). Class Counsel made a thorough and independent investigation of the facts and law relating to the allegations in the Action and of other potential claims that could have been asserted in the Action. In agreeing to this Settlement, Plaintiffs have considered: (a) the facts developed during pre-mediation and the Parties' mediation process and the law applicable thereto; (b) the attendant risks of continued litigation and the uncertainty of the outcome of the claims alleged against Defendant; and (c) the desirability of consummating this Settlement according to the terms of this Agreement. Plaintiffs have concluded that the terms of this Settlement are fair, reasonable and adequate, and that it is in the best interests of the Class to settle their claims against Defendant pursuant to the terms set forth herein.

5. POSITION OF DEFENDANT REGARDING BENEFITS OF THE SETTLEMENT

5.1 Defendant specifically and generally denies any and all liability or wrongdoing of any sort with regard to any of the claims alleged, makes no concessions or admissions of liability of any sort, and contends that for any purpose other than settlement, the Action is not appropriate for class action treatment. Nonetheless, Defendant has concluded that further litigation of this Action would be protracted, distracting and expensive, and that it is desirable that the Action be fully and finally settled in the manner and upon the terms of and conditions set forth in this Agreement. Defendant has also taken into account the uncertainty and risks inherent in any litigation. Defendant has therefore determined that it is desirable and beneficial to it to settle the Action in the manner and upon the terms and conditions set forth in this Agreement.

5.2 Defendant has agreed to resolve the Action via this Settlement, but to the extent this Settlement is deemed void or the Effective Date does not occur, Defendant does not waive, but rather expressly reserves, all rights to challenge all such claims and allegations in the Action upon all procedural, merits, and factual grounds, as well as asserting any and all other privileges and potential defenses. Class Counsel and the Class Representatives agree that Defendant retains and reserves these rights and agree not to argue or present any argument, and hereby waive any argument, that based on this Agreement, Defendant cannot contest class certification or representative action treatment on any grounds whatsoever or assert any and all other privileges or potential defenses if the Action were to proceed.

6. MONETARY TERMS

6.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 13 below, and subject to the Court's Final Approval and the occurrence of the Effective Date, Defendant promises to pay Four Million Five Hundred Thousand Dollars and No Cents (\$4,500,000) and no more as the Gross Settlement Amount. This Gross Settlement Amount is an all-in maximum settlement payment without any reversion to Defendant, in exchange for the release of claims described herein from all Participating Class Members who do not submit valid requests for exclusion. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Section 7.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

6.2 Payments from the Gross Settlement Amount. Subject to the Court's Final Approval and the occurrence of the Effective Date, the Administrator will administer this Settlement and make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.

(a) To Plaintiffs:

- (i) Class Representative Service Payments to each of the three Class Representatives of not more than Twelve Thousand Five Hundred Dollars (\$12,500) each. (The Class Representative Service Payments are in addition to any Individual Class Payments and any Individual PAGA Payments the Class Representatives are entitled to receive as Participating Class Members.) Defendant will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed this amount. The Class Representative Service Payments are made in exchange for full and separate general releases by each of the Class Representatives individually of all claims against Defendant.
- (ii) The full and general release by the Class Representatives in order to obtain the Class Representative Service Payments is attached as Exhibit D and shall be executed immediately following the Effective Date and through the release, the Class Representatives individually (and not on behalf of the Class or any Aggrieved Employees) shall release, acquit and discharge Defendant and the other Released Parties from any and all claims against the Released Parties of any kind whatsoever (upon any legal or equitable theory whether contractual, common law, constitutional, statutory, federal, state, local or otherwise), whether known or unknown, that arose, accrued or took place at any time or prior to the date on which the full and general release is executed. Through the full and general release discussed in this Section, the Class Representatives will expressly waive the benefit of Section 1542 of the California Civil Code, and they will agree not to participate in any other class, representative or

collective actions against the Released Parties. If any Class Representative does not execute the full and general release described in this Section, with all of the specific terms required herein, then the Class Representative Service Payment shall not be paid to that Class Representative.

- (iii) 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 amount requested, the Administrator will retain the remainder in the Net Settlement Amount. Approval of Class Representative Service Payments in amounts less than requested in Section 6.2(a)(i) shall not be a basis for modification or nullification of this Settlement. Nor shall a reduction in the Class Representative Service Payments in any way delay or preclude the Judgment from becoming final or the Settlement from becoming Effective.
- (iv) The Administrator will pay the Class Representative Service Payments using IRS Form 1099, which it will provide to the Class Representatives and to the pertinent taxing authorities as required by law. Plaintiffs assume full responsibility and liability for paying all taxes and penalties, if any, federal and state, owed on the Class Representative Service Payments, and shall indemnify, and hold Defendant and Released Parties harmless for all taxes and penalties, if any. No party has made any representation to Plaintiffs or to Class Representatives as to the taxability of any Class Representative Service Payments.

(b) To Class Counsel:

- (i) A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount (i.e. no more than \$1,500,000) and a Class Counsel Litigation Expenses Payment of not more than Sixteen Thousand Dollars and No Cents (\$16,000). Defendant will not oppose requests for these payments provided that they do not exceed these amounts.
- (ii) 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. Defendant and Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any

claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. In the event that the Court reduces or does not approve the requested Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment, Plaintiffs and Class Counsel shall not have the right to modify or revoke the Settlement, nor will Plaintiffs or Class Counsel seek, request or demand an increase to the Gross Settlement Amount on that basis.

- (iii) 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 paying all taxes and penalties, if any, federal and state, owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment, and shall indemnify and hold Defendant harmless for all taxes and penalties, if any. No party has made any representation to Plaintiffs or to Class Counsel as to the taxability of any Class Counsel Fees Payment or Class Counsel Expenses Payment.

- (c) To the Administrator: An Administration Expenses Payment not to exceed Twenty Eight Thousand Dollars and No Cents (\$28,000), except for a showing of good cause and as approved by the Court, that shall include all costs of administering the settlement, including, but not limited to, all tax document preparation, custodial fees, and accounting fees incurred by the Administrator, all costs and fees associated with preparing, issuing and mailing any and all notices and other correspondence to Aggrieved Employees and Class Members; all costs and fees associated with communicating with Aggrieved Employees and Class Members, Class Counsel, and Defendant's Counsel; all costs and fees associated with computing, processing, reviewing and paying any payments to Participating Class Members; all costs and fees associated with calculating tax withholdings and payroll taxes; all costs and fees associated with preparing any tax returns and any other filings required by any governmental taxing authority or agency; and any other costs and fees incurred and/or charge by the Administrator in connection with the execution of its duties under this Settlement. To the extent the Administration Expenses Payment is less or the Court approves payment less than \$28,000, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.

- (d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of One Hundred Thousand Dollars and No Cents (\$100,000) to be paid from the Gross Settlement Amount. Pursuant to PAGA, seventy-five percent (75%), or Seventy-Five Thousand Dollars and No Cents (\$75,000) will be allocated to the LWDA PAGA Payment and twenty-five percent (25%) or Twenty-Five Thousand Dollars and No Cents (\$25,000) will be allocated to the Individual PAGA Payments.

- (i) The Administrator will calculate each Individual PAGA Payment by
 - (a) dividing the amount of the Aggrieved Employees' twenty-five

percent (25%) share of PAGA Penalties (\$25,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

- (ii) 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.
 - (iii) The Settlement shall result in the release by all Aggrieved Employees of all Released PAGA Claims, and the Parties and their counsel agree that no Aggrieved Employees will be able to bring, and no recovery will be permitted on any claims under PAGA that meet the definition of the Released PAGA Claims. The Parties agree that they will support Final Approval of this Agreement and agree that they will oppose any request by the LWDA to intervene in this Action, object to the settlement, or otherwise seek disapproval of this Agreement by the Court.
- (e) 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.
- (i) Tax Allocation of Individual Class Payments. Fifty percent (50%) 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. Fifty percent (50%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (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.
 - (ii) 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.

7. SETTLEMENT FUNDING

- 7.1 Class Workweeks. Based on its records, Defendant has represented that the Class consists of 4,096 Class Members who collectively worked a total of 343,202 Workweeks.
- 7.2 Class Data. Not later than 30 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. The Class Data shall be based on Defendant's timekeeping, payroll, and/or other business records. To protect Class Members' privacy rights, the Administrator must maintain the Class Data as private and confidential. None of the information in the Class Data may be shared with Plaintiffs or Class Counsel. The Administrator must use the Class Data only for purposes of administering 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.
- 7.3 Funding of the Gross Settlement Amount. The Administrator will administer this Settlement. Defendant shall pay an amount not to exceed the Gross Settlement Amount to resolve the Action on a class-wide basis. The Gross Settlement Amount will be paid by Defendant into the QSF (as defined in Section 11.3 below) set up and controlled by the Administrator 21 days after the Effective Date.
- 7.4 Defendant shall pay an additional amount into the QSF set up and controlled by the Administrator for Defendant's share of payroll taxes by transmitting the funds into the QSF set up and controlled by the Administrator after the Administrator has notified Defendant of that sum no later than 21 days after the Effective Date.

8. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 8.1 Subject to the Court's approval and the occurrence of the Effective Date, within 14 days after Defendant transmits the Gross Settlement Amount into the QSF, 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 Payments.
- 8.2 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 Administrator shall provide written certification of mailing to Class Counsel and Defendant's Counsel within ten (10) days of mailing.
- 8.3 The face of each check shall prominently state the "void date", which shall be 180 days after the date of mailing, when the check will be voided. All checks not cashed by the void date will be canceled automatically if not cashed within that time, at which time the right to recover any Individual Class Payment will be deemed void and of no further force and effect. The Administrator will send checks for Individual Class 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 including Non-Participating Class Members who qualify as Aggrieved Employees (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, unless the Court orders otherwise. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database. If a Participating Class Member's or Aggrieved Employee's check is not cashed within 120 days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.

- 8.4 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 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.
- 8.5 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 the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 8.6 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.
- 8.7 If any Individual Class Payment or Individual PAGA Payment is not cashed within 180 days, the Agreement, including its Released Class Claims and Released PAGA Claims, will be binding on that Participating Class Member to whom the undeposited check is issued. Uncashed checks will become null and void if not deposited within 180 days of issuance.
9. **RELEASE OF CLAIMS.** In exchange for the consideration set forth in this Agreement, Plaintiffs, the State of California, all Aggrieved Employees, and all Participating Class

Members agree to release all claims against the Defendant and the Released Parties as set forth herein as applicable.

9.1 Plaintiffs' and all Participating Class Members' Released Claims. Upon Final Approval of the Settlement Agreement and funding of the Gross Settlement Amount as set forth in Sections 7.3 and 7.4, and except as to such rights or claims as may be created by this Agreement, Plaintiffs and all Participating Class Members (on behalf of themselves and their respective former and present representatives, agents, attorneys, executors, heirs, administrators, successors, and assigns), shall and hereby do release and discharge Defendant and all Released Parties, finally, forever and with prejudice, from any and all Released Class Claims as follows:

- (a) Released Class Claims: All Participating Class Members shall fully and finally release and discharge Defendant and Released Parties from any and all claims, rights, demands, liabilities, damages, attorneys' fees, costs and causes of action of every nature and description, arising from the facts pleaded in the Operative Complaint, or as reasonably could have been pled based on the factual allegations set forth in the Operative Complaint which occurred during the Class Period during employment in a non-exempt position in California, including any claims under California Labor Code sections 201-204, 210, 218, 221, 226, 226.3, 226.7, 233, 246 *et seq.*, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, and 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14), any California Industrial Welfare Commission Wage Order(s), Business and Professions Code section 17200 *et seq.*, all related federal claims for unpaid wages including the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201 *et seq.*, and any such claims that were litigated in the lawsuit against Defendant and Released Parties or could reasonably have been litigated in the lawsuit against Defendant or Released Parties of whatever kind and nature, character and descriptions, whether in law or equity, whether sounding tort, contract, statute, or other applicable law, whether anticipated or unanticipated that were or could have been asserted in the Action based on the facts alleged in the Operative Complaint, which occurred during the Class Period during employment in a non-exempt position in California, including claims brought on a class wide basis, claims for failure to pay wages, failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods, failure to provide rest breaks, failure to pay premium wages, failure to provide accurate wage statements, failure to pay all earned wages upon separation from employment, failure to reimburse employees for expenses, failure to pay wages twice monthly, failure to pay all wages earned every pay period, failure to pay all wages earned every pay period, untimely payment of wages, inaccurate wage statements, record keeping violations, unfair competition, as well as all damages, restitution, disgorgement, penalties including civil penalties and statutory penalties, taxes, interest or attorneys' fees resulting therefrom. Under this release, Participating Class Members are precluded from filing a wage and hour action under the FLSA against Defendant or the Released Parties for claims and/or causes of action encompassed by the Released Class Claims which are extinguished and precluded pursuant to the holding in *Rangel v. PLS Check Cashers of California, Inc.*, 899 F.3d 1106 (2018).

- (b) Non-Released Claims by Class Members: The Released Class Claims described in this paragraph above do not include claims for : (1) vested benefits under Defendant's retirement, profit sharing or other deferred compensation plan; (2) wrongful termination; (3) violation of the Fair Employment and Housing Act; (4) unemployment insurance; (5) disability insurance benefits; (6) social security benefits; (7) workers' compensation insurance benefits; and (8) class claims outside of the Class Period.

9.2 Released PAGA Claims:

- (a) Plaintiffs on behalf of the State of California and all Aggrieved Employees fully and finally release and discharge Defendant and Released Parties from any and all claims, rights, demands, liabilities for PAGA penalties arising from the facts or legal theories pleaded in the Operative Complaint, the PAGA Notice and the Amended PAGA Notice, which occurred during the PAGA Period, or as reasonably could have been pled based on the factual allegations set forth in the Operative Complaint which occurred during the PAGA Period, including any PAGA claims based on violations under California Labor Code sections 201-204, 210, 218, 221, 226, 226.3, 226.7, 233, 246 *et seq.*, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, and 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14), the applicable Industrial Welfare Commission Wage Order(s), and any such claims that were litigated in the lawsuit against Defendant and Released Parties or could reasonably have been litigated in the lawsuit against Defendant or Released Parties or whatever kind and nature, character and descriptions, whether anticipated or unanticipated that were or could have been asserted in the Action based on the facts alleged in the Operative Complaint, the PAGA notice and Amended PAGA Notice, which occurred during the PAGA Period and during the time that an Aggrieved Employee was employed by Defendant in a non-exempt position in California, including, penalties including civil penalties and statutory penalties including penalties under PAGA, taxes, interest or attorneys' fees resulting therefrom.
- (b) Non-Released Claims by Aggrieved Employees: The Released PAGA Claims described in this paragraph above do not include claims for: (1) vested benefits under Defendant's retirement, profit sharing or other deferred compensation plan; (2) wrongful termination; (3) violation of the Fair Employment and Housing Act; (4) unemployment insurance; (5) disability insurance benefits; (6) social security benefits; (7) workers' compensation insurance benefits; and (8) PAGA claims outside of the PAGA Period.
- (c) The Parties intend and agree that the Final Approval Order and the Judgment entered as a result of this Settlement shall have res judicata and preclusive effect to the fullest extent allowed by law.

9.3 Named Plaintiffs Celeste Jacobs's, David Haley's, and Gabriel A. Reyes's ("Named Plaintiffs") Released Claims.

- (a) Named Plaintiffs Celeste Jacobs', David Haley's, and Gabriel A. Reyes's themselves and on behalf of their respective former and present representatives, agents, attorneys,

executors, heirs, administrators, successors, and assigns (and not on behalf of the Participating Class Members) shall fully and finally release and discharge Defendant and Released Parties from any all claims, rights, demands, liabilities, damages, attorneys' fees, costs and causes of action of every nature and description, arising from Named Plaintiffs' employment with Defendant, whether known or unknown, which exist or may exist as of the Parties execution of this Agreement, including but not limited to any such claims that were litigated in the lawsuit against Defendant or could reasonably have been litigated in the lawsuit against Defendant. The claims released under this paragraph include, but are not necessarily be limited to, claims brought on a class wide basis, claims for failure to pay wages, failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods, failure to provide rest breaks, failure to pay premium wages, failure to provide accurate wage statements, failure to pay all earned wages upon separation from employment, failure to reimburse employees for expenses, failure to pay wages twice monthly, failure to pay all wages earned every pay period, failure to pay all wages earned every pay period, untimely payment of wages, inaccurate wage statements, record keeping violations, unfair competition, as well as all damages, restitution, disgorgement, penalties including civil penalties and statutory penalties, taxes, interest or attorneys' fees resulting therefrom, claims based on the California Labor Code and/or the wage orders of the California Industrial Welfare Commission, all Business and Professions Code section 17200 et seq. claims, all related federal claims for unpaid wages expressly including the Fair Labor Standards Act, 29 U.S.C. section 201 et. seq. as amended, any claims under local, state, or federal tort, contract, whistleblower, discrimination, harassment, retaliation, common law, constitutional or other statutory claims, including but not limited to alleged violations the California Fair Employment and Housing Act, the California Family Rights Act, the California WARN Act, California Government Code, the California Equal Pay Act, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, Section 1981 of the Civil Rights Act of 1866, the Equal Pay Act, and the Genetic Information Nondiscrimination Act, the Pregnant Women's Fairness Act, the Family and Medical Leave Act, and the Age Discrimination in Employment Act of 1967, as amended (the "ADEA"), any claims for wrongful termination and/or violation of public policy, any claims for breach of fiduciary duty, any claims for violation of Company and/or the Released Parties' bylaws, policies, procedures or other governing documents, and any and all claims for attorneys' fees, costs and expenses ("Named Plaintiffs' Released Claims"). The Named Plaintiffs' Released Claims include, but are not limited to, the Participating Individuals' Released Class Claims and Released PAGA Claims.

- (b) ADEA Waiver: Named Plaintiffs over 40 years old at the time of executing this Agreement ("Named Plaintiffs Over 40) acknowledge that they are knowingly and voluntarily waiving and releasing any rights they may have under the ADEA. Named Plaintiffs Over 40 also acknowledge that the consideration given for the waiver and release above is in addition to anything of value to which they were already entitled. Named Plaintiffs Over 40 acknowledge that they were advised that they should consult with counsel about this Agreement and they have been provided the opportunity to consult with counsel regarding this Agreement. Named Plaintiffs Over 40's waiver and release of their ADEA claims does not apply to any rights or claims under the ADEA

that may arise after execution of this Agreement. Named Plaintiffs Over 40 have twenty-one (21) days to consider this Agreement (although they may choose to voluntarily execute this Agreement earlier). Named Plaintiffs Over 40 have seven (7) days following the execution of this Agreement to revoke the Agreement with respect to the general release of their claims, which if they opt to do so, must be in writing to Defendant's counsel.

- (c) Through the full and general release discussed in this Section, the Plaintiffs Celeste Jacobs, David Haley, and Gabriel A. Reyes will expressly waive the benefit of Section 1542 of the California Civil Code, and they will agree not to participate in any other class, representative or collective actions against the Released Parties.
- (d) Furthermore, upon Final Approval, Plaintiffs Celeste Jacobs, David Haley, and Gabriel A. Reyes shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits they may otherwise have had relating to the Plaintiffs' Released Claims pursuant to Section 1542 of the California Civil Code, which provides as follows:

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.

- (e) The Parties intend and agree that the Final Approval Order and the Judgment entered as a result of this Settlement shall have res judicata and preclusive effect to the fullest extent allowed by law.

10. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's procedures and instructions.

10.1 Defendant's Responsibilities. Within 14 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration disclosing any facts relevant to any actual or potential conflicts of interest with the Administrator, if such facts exist. In their Declaration, Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Agreement.

10.2 Plaintiffs' Responsibilities. Within 14 days of the full execution of this Agreement, Plaintiffs will prepare and deliver to Defendant's Counsel a signed Declaration disclosing any facts relevant to any actual or potential conflicts of interest with the Administrator, if such facts exist. Plaintiffs will prepare and deliver to Defense Counsel 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 Plaintiffs, Class Counsel or Defense Counsel; (v) signed declarations 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; (v) a signed declaration from Class Counsel’s 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 (vi) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator. In their Declaration, Plaintiffs shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Agreement.

11. SETTLEMENT ADMINISTRATION

11.1 Selection of Administrator. The Parties have jointly selected Apex Class Action to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action 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 Administrator’s duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member’s new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. 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.

11.2 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.

11.3 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. The Parties agree that the QSF is intended to be a “Qualified Settlement Fund” under Section 468B of the Code and Treas. Reg. § 1.468B-1, 26 CFR § 1.468B-1 et seq., and will be administered by the Settlement Administrator as such. With respect to the QSF, the Administrator shall: (1) open and administer the QSF account in such a manner as to qualify and maintain the qualification of the QSF as a “Qualified Settlement Fund” under Section 468B of the Code and Treas. Reg. § 1.468B-1; (2) calculate each Participating Class Member’s share of applicable payroll taxes (including, without limitation, federal, state and local income tax withholding, FICA, Medicare and any state or local employment taxes), report the amount due to Defendant’s Counsel and indemnify Defendant for any penalty arising out of any error or incorrect calculation and/or interest with respect to any late deposit of the same; (3) satisfy all federal, state and local income and other tax reporting, return, and filing requirements with respect to the QSF and any interest or other income earned by the QSF; and (4) satisfy out of the QSF all (i) taxes (including any estimated taxes, interest or penalties) with respect to the interest or other income earned by the QSF, and (ii) fees, expenses and costs incurred in connection with the opening and administration of the QSF and the performance of its duties and functions as described in this Agreement. The aforementioned taxes, fees, costs and expenses shall be treated as, and included in, the costs of administering the QSF and as Administration Expenses Payment defined herein. The Parties and the Administrator shall treat the QSF as coming into existence as a Qualified Settlement Fund on the earliest date permitted as set forth in 26 CFR § 1.468B-1(j)(2)(i), and such election statement shall be attached to the appropriate returns as required by 26 CFR § 1.468B-1(j)(2)(ii). The Parties agree to cooperate with the Administrator and one another to the extent reasonably necessary to carry out the provisions of this Section.

11.4 Notice to Class Members.

- (a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the Class Data has been received and shall include in the notification the number of Class Members, PAGA Members, Workweeks, and Pay Periods from the Class Data.
- (b) Using best efforts to perform as soon as possible, and in no event later than 14 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, if applicable, 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.
- (c) Not later than 7 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.

- (d) 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 Response Deadline 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.
- (e) If the Administrator, the Parties, Defense Counsel 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.

11.5 Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (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.
- (b) 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. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. 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 authenticity shall be final and not appealable or otherwise susceptible to challenge.
- (c) Every Class Member who does not submit a timely and valid Request for Exclusion automatically 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 Section 9.1 and 9.2 of the Agreement, regardless whether the Participating Class Member actually receives the

Class Notice or objects to the Settlement. Any such Participating Class Member's rights to pursue any Released Class Claims or Released PAGA Claims will be extinguished.

- (d) 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 are deemed to release the claims identified in Section 9.2 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

11.6 Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA 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 as to the challenges.

11.7 Objections to Settlement.

- (a) 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 Payments.
- (b) Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, or in addition to a written objection, 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 the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed).
- (c) Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

- 11.8 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.
- (a) 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 Order, the Class Notice, the motion for Final Approval, the motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payments, 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.
 - (b) Request 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 7 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).
 - (c) 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.
 - (d) 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.
 - (e) Administrator’s Declaration. Not later than 7 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.

- (f) Final Report by Administrator. Within 10 days after the Administrator disburses all funds of 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 7 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. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

- 12. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE.** Based on its records, Defendant provided figures as to the Class size as set forth in Section 7.1 above. Should the actual number of workweeks during the Class Release Period increase more than 10% beyond the Class size as set forth in Section 7.1 above, Defendant shall have the option of (a) increasing the Gross Settlement Amount by the percentage increase in the number of workweeks worked by the Class Members or (b) rolling back the end date of the Class Period such that there are no more than 377,522 workweeks in the Class Period.
- 13. DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds five percent (5%) of the total of all Class Members, Defendant shall have the option to void the settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Administration Expenses incurred as of the date Defendant makes this election to withdraw. Defendant must notify Class Counsel and the Court of its election to withdraw not later than then seven (7) business days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election. If Defendant chooses to exercise this option, the effect will be precisely the same as if Final Approval did not occur, as discussed herein.
- 14. MOTION FOR FINAL APPROVAL.** Unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, Plaintiff 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(1), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than fourteen (14) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and

confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

- 14.1 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.
- 14.2 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 a Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this section.
- 14.3 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 under C.C.P. section 664.6 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.
- 14.4 Waiver of the 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 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.
- 14.5 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 an equal basis, any additional Administration Expenses reasonably incurred at the time of remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payments 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. In the event that Class Counsel appeals the Court's ruling as to the Class Counsel Fees Payment and/or the Class Counsel Litigation expenses Payment, the Parties agree that such appeal constitutes a dispute between Class Counsel and the Court, and that Defendant and Defendant's Counsel will not be involved and will not be expected to appear, file papers, argue any position, or participate in any manner. In the event of such appeal, Defendant shall not fund the settlement, and its obligation to fund it will be stayed until such appeal is fully resolved.

- 15. 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.

16. ADDITIONAL PROVISIONS

- 16.1 The Parties recognize that Court approval of this Settlement is required to effectuate the Settlement, and that the Settlement will not become operative until the Court grants Final Approval of it and the Effective Date occurs. In the event Settlement is not approved, the Parties agree that they shall be placed in the same position as they were in immediately prior to execution of this Agreement.

- 16.2 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 or any of the Released Parties that any of the allegations in the Operative Complaint have merit or that Defendant or any of the Released Parties 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 or of any fault or liability or wrongdoing whatsoever. Nor should this Agreement be construed as an admission that Plaintiffs can serve as an adequate Class Representatives. There has been no final determination by any court as to the merits of the claims asserted by Plaintiffs against Defendant or as to whether a class should be certified, other than for settlement purposes. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, Defendant reserves the right to contest certification of any class for any reason, 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). This Agreement represents a compromise and settlement of highly disputed claims. The Parties agree that this Settlement cannot be used to support any claim for subsequent penalty violation rates under the PAGA in any subsequent litigation. Pursuant to California Evidence Code sections 1152 and 1154, this Settlement shall not be admissible in evidence in any proceeding; except that the Settlement may be filed and used in this litigation or any related litigation as necessary

to approve, interpret, or enforce this Settlement, or in any subsequent action against or by Defendant to support a stay of such subsequent action, or to establish a defense of res judicata, collateral estoppel, release, good faith settlement, judgment bar, or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

16.3 No Claim Based Upon Distributions or Payments in Accordance with this Settlement Agreement. No person shall have any claim against Defendant, Class Counsel or Defendant's Counsel based on distributions or payments made in accordance with this Settlement Agreement.

16.4 Confidentiality Prior to Preliminary Approval. Plaintiff, 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.

16.5 No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and 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.

16.6 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.

16.7 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff 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.

- 16.8 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.
- 16.9 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.
- 16.10 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. Participating Class Members, Aggrieved Employees and Class Counsel shall be solely responsible for the reporting any payment of their share of any federal, state and/or local income tax or other tax or any other withholdings, if any, on any of the payments made pursuant to this Settlement. Defendant makes no representation, and it is understood and agreed that Defendant has made no representation, as to the taxability of any Participating Class Members of any portion of the Individual Settlement Payments, to any Aggrieved Employees regarding the Individual PAGA Payments, the payment of attorneys' fees and expenses to Class Counsel, or the payment of the Class Representative Service Payments to the Class Representatives. The Class Notice will advise each Class and PAGA Member to seek his/her own personal tax advice prior to acting in response to the Class Notice.
- 16.11 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.
- 16.12 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 16.13 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.

- 16.14 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.
- 16.15 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.
- 16.16 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, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant.
- 16.17 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.
- 16.18 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.
- 16.19 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 and the Class:

Norman B. Blumenthal
Kyle R. Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: norm@bamlawca.com
kyle@bamlawca.com

To Defendant:

Aaron T. Winn
Brittany M. Ranelli

DUANE MORRIS LLP
750 B Street, Suite 2900
San Diego, CA 92101
Tel.: (619) 744-2200
Fax: (619) 744-2201
Email: atwinn@duanemorris.com
bmraneli@duanemorris.com

Lorraine P. Ocheltree
Rocio Hernandez
DUANE MORRIS LLP
Spear Tower One Market Plaza, Suite 2200
San Francisco, CA 94105-1127
Tel.: (415) 957-3000
Fax: (415) 957-3001
E-mail: lpocheltree@duanemorris.com
rxhernandez@duanemorris.com

16.20 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (e.g. 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.

16.21 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 C.C.P. section 583.330 to extend the date to bring a case to trial under C.C.P. section 583.310 for the entire period of this settlement process from the mediation on February 12, 2025 until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

16.22 Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

17. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 06/24/2025


CJJ (06/24/2025 08:11 PDT)
Plaintiff Celeste Jacobs

Dated: 06/18/2025


David M. Haley (Jun 18, 2025 16:55 PDT)

Plaintiff David Haley

Dated: 06/19/2025

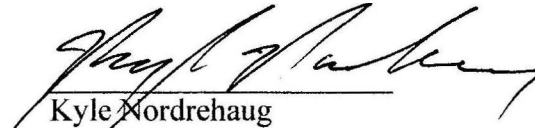

Gabriel A. Reyes (Jun 19, 2025 06:11 PDT)

Plaintiff Gabriel A. Reyes

Dated: _____

[name]
For Defendant DPR Construction, Inc.

Dated: 6/24/25


Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: _____

Aaron T. Winn
Duane Morris LLP
Attorney for Defendant

Dated: _____

Plaintiff David Haley

Dated: _____

Plaintiff Gabriel A. Reyes

Dated: July 3, 2025

DocuSigned by:
Jorinne Jackson
8DB550915A94447...
Jorinne Jackson
For Defendant DPR Construction, Inc.

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: July 3, 2025

Signed by:
Lorraine Ocheltree
81C2819710B24FF...
Lorraine Ocheltree
Brittany M. Ranelli
Duane Morris LLP
Attorney for Defendant

EXHIBIT A

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

EXHIBIT “A”

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT
AND HEARING DATE FOR FINAL COURT APPROVAL**

***Jacobs v. DPR Construction, Inc., Superior Court of the State of California,
County of San Mateo, Case No. 23-CIV-05852***

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT
ACT. PLEASE READ THIS NOTICE CAREFULLY.**

Plaintiffs Celeste Jacobs, David Haley, and Gabriel A. Reyes (“Plaintiffs”) filed a lawsuit against your current or former employer DPR Construction, Inc. (“Defendant”) alleging wage and hour violations (the “Action”). The Parties have voluntarily reached a settlement to avoid the expenses and disruption of class litigation. No court or jury has made any determination regarding the merits of Plaintiffs’ claims, or that the claim can be pursued as a class action. Plaintiffs believe that the claims asserted in the Action have merit; Defendant strongly disputes that contention, denies all liability and contends it complied with the law at all applicable times. This case involves many unresolved factual and legal issues, and the outcome is uncertain. Substantial amounts of time, energy, and other resources have been devoted by both Parties, and, but for the settlement, that situation would continue.

The purpose of this notice is to briefly describe the Action and to inform you of your rights and options in connection with this Action and the Settlement.¹ You may be eligible to receive money from the Settlement of this Action.

The proposed Settlement has two main parts: (1) a Class Settlement whereby Defendant has agreed to fund Individual Class Payments to all individuals who are or previously were employed by Defendant who were classified as non-exempt in the State of California at any time during the Class Period (December 11, 2019 through May 27, 2025) (“Class Members”), and (2) a PAGA Settlement whereby Defendant has agreed to fund the PAGA Penalties to pay penalties to the California Labor and Workforce Development Agency (“LWDA”) and to all non-exempt employees who worked for Defendant in California at any time during the PAGA Period (October 25, 2022 through February 12, 2025) (“Aggrieved Employees”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be <<\$_____>> (less withholding), and your Individual PAGA Payment is estimated to <<be \$_____>>.** The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimates are based on Defendant’s records showing that **you worked**

¹ This notice summarizes the proposed Settlement. The capitalized terms in this Settlement Notice have defined meanings that are set out in detail in the Agreement.

<<_____>> **Workweeks** during the Class Period and **you worked** <<_____>> **pay periods** during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 5 of this Notice below.

The Court has already preliminarily approved the proposed Settlement and approved this Class Notice, meaning that the Court has preliminarily determined that the settlement is fair and reasonable. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment reflecting the terms of the Settlement, under which Defendant will make payments under the Settlement and Class Members and Aggrieved Employees will give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment, and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to bring a lawsuit against Defendant as described below in Section 4 below.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment, however you will preserve your right to personally bring a lawsuit against Defendant. If you are an Aggrieved Employee, you remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment. In exchange, you will give up your right to assert claims against Defendant that are covered by this Settlement.
You Can Opt-out of the Class Settlement but not the PAGA Settlement	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to

The Opt-out Deadline is _____.	any portion of the proposed Settlement. See Section 7 of this Notice. However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are also an Aggrieved Employee and exclude yourself, you will still be paid an Individual PAGA Payment and will remain subject to the release of the Released PAGA Claims regardless of whether you submit a request for exclusion.
Participating Class Members Can Object to the Class Settlement Written Objections Must be Submitted by the Response Deadline _____	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You can object to the Settlement and/or the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 8 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____ at _____ [a.m./p.m.], at the San Mateo County Superior Court, located at 800 North Humboldt Street, San Mateo, CA 94401, in Department 28 and Courtroom 1 before Judge Nicole S. Healy. This hearing may change as explained below in Section 9. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice
You Can Challenge the Calculation of Your Workweeks / Pay Periods Witten Challenges Must be Submitted by the Response Deadline (_____)	The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The amount of your Individual PAGA Payment depends on how many pay periods you worked at least one day during the PAGA Period. The number of workweeks you worked in the Class Period and number of pay periods you worked in the PAGA Period according to Defendant’s records are stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 5 of this Notice

1. What is action about?

This Action primarily alleges that Plaintiffs were employees of Defendant at any time during the Class Period and classified as non-exempt in the State of California. The Action claims that Defendant violated California labor laws by failing to pay minimum wages, failing to pay

overtime wages, failing to provide required meal periods and unpaid premiums, failing to provide required rest periods and unpaid premiums, failing to provide required expense reimbursement, failing to provide accurate itemized wage statements, failing to provide wages when due, failing to pay sick wages, and engaging in unfair competition. Plaintiffs also seek civil penalties in a representative claim under the Private Attorneys General Act (“PAGA”). The Second Amended Complaint filed on _____, 2025 is the Operative Complaint in the Action.

Defendant denies all liability and maintains that it has complied with all laws at all applicable times relevant. Defendant specifically contends that it always paid all employees all wages, including minimum, overtime, double time, and sick wages, at the correct rates and when due, provided all required meal and rest breaks, paid employees all required meal and rest break premiums at the correct rates, paid employees all expense reimbursements, and furnished accurate, itemized wage statements. Defendant asserts that this case should not proceed as a class action, and asserts that it did not violate the law and has no liability for any of the Class Members’ and Aggrieved Employee’s claims.

You have received this Notice because you have been identified as a member of the Class, which is defined as:

All individuals who are or previously were employed by Defendant who were classified as non-exempt in the State of California at any time during the Class Period (December 11, 2019 through May 27, 2025).

2. What does it mean that the action has settled?

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits, or whether or not Plaintiffs can bring this claim on behalf of anyone but themselves. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (the “Settlement”) rather than continuing the expensive and time-consuming process of litigation. At mediation, Defendant denied, and continues to deny, all claims made by Plaintiff in the Action. The negotiations at mediation were successful and the parties entered into a settlement agreement. By signing a written Class Action and PAGA Settlement Agreement and Release (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merits of any claim. Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant have agreed to pay a fair, reasonable and adequate amount considering the strength and weaknesses of the claims and the risks and uncertainties of continued litigation; and (2) settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval. By establishing the Class and issuing this notice, the Court is not suggesting that either side will win or lose this case.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Four Million Five Hundred Thousand Dollars (\$4,500,000) (“Gross Settlement Amount”) to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, the Administration Expenses Payment, and the PAGA Penalties for civil penalties under PAGA. Assuming the Court grants Final Approval, the Company will fund the Gross Settlement Amount not more than twenty-one (21) calendar days after the judgment becomes final, which could be the date the Court enters judgment or a later date if Participating Class Members object to the Settlement or if the judgment is appealed. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments and/or Individual PAGA Payments to Participating Class Members.

Court Approved Deductions from Gross Settlement Amount. The proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of Individual Class Payments are made to Class Members who do not request exclusion (“Participating Class Members”). At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- **Administration Expenses Payment.** Payment to the Administrator, estimated not to exceed \$24,000 for expenses, including expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.
- **Attorneys’ Fees and Costs.** Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$1,500,000, and an additional amount to reimburse actual litigation costs incurred by the Plaintiffs not to exceed \$16,000. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- **Class Representative Service Payments.** Class Representative Service Payments in an amount not more than \$12,500 each to the Plaintiffs as service awards, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook. The amount stated is what Plaintiffs will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- **PAGA Penalties.** A payment of \$100,000 relating to Plaintiff’s claim under PAGA, \$75,000 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA”). The remaining \$25,000 will be distributed to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$25,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the

result by each Aggrieved Employee's PAGA Pay Periods. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period, which is October 25, 2022 through February 12, 2025.

Participating Class Members have the right to object to any of these deductions from the Gross Settlement Amount at the Final Approval Hearing. The Court will consider all objections.

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys' Fees and Costs, the Class Representative Service Payments, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the "Net Settlement Amount," shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$2,822,500. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be 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. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day. The number of Workweeks will be based on Defendant's records; however, Class Members may challenge the number of Workweeks as explained below.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Payment and/or Individual PAGA Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment. If you do not inform the Administrator of an updated address, the Administrator's mailing of your settlement check to the address on file shall be deemed sufficient proof of delivery of your settlement proceeds.

Tax Matters. Fifty percent (50%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Fifty percent (50%) of each Participating Class Member's Individual Class Payment is in settlement of claims for non-wages, expense reimbursement, interest and penalties allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion and any Individual PAGA Payment shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither party, Class Counsel nor Defendant's Counsel make any representations concerning the tax consequences of this Settlement or your participation in it. Nothing contained in this Class Notice is intended to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement and your receipt of the Individual Class Payment is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members and Aggrieved Employees will not receive any money and will not release any claims against Defendant that they would have released under the Settlement.

Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the funds represented by such checks will be sent to the California Controller's Unclaimed Property Fund in the name of the individual who failed to cash their check.

Administrator. The Court has appointed a neutral company, Apex Class Action (the "Administrator"), to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

4. What Do I Release Under the Settlement?

Released Class Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, executors, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The "Released Class Claims" are defined in the Agreement. They include all claims that were alleged, or reasonably could have been alleged, arising from the facts stated in the Operative Complaint which occurred during the Class Period during employment in a non-exempt position in California.

This means that, if you do not timely and formally exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant and any other Released Party about the Released Class Claims resolved by this Settlement. It also means that all of the Court's orders in the Action will apply to you and legally bind you.

Released PAGA Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, all Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The "Released PAGA Claims" are defined in the Agreement. They include all claims for PAGA penalties that were alleged, or reasonably could have been alleged, arising from the facts stated in the Operative Complaint and the PAGA Notice and Amended PAGA Notice, which occurred during the PAGA Period during employment in a non-exempt position in California.

Released Parties. The Released Parties are: Defendant DPR Construction, Inc. and any individual or entity that could be liable for the Released Class Claims and/or Released PAGA Claims including DPR Construction, A General Partnership, their former, present and future parents, subsidiaries and affiliated corporations and entities, successors in interest, and with respect to each entity, all of its past, present and future employees, officers, directors, members, managers, shareholders, agents, principals, heirs, joint employers, representatives, accountants, auditors, consultants, attorneys, insurers, reinsurers, affiliates, administrators, fiduciaries, assigns or legal representatives including insurers or attorneys, and any person or entity acting through or in concert with any of the preceding persons or entities.

5. How much will my payment be?

Individual Class Payments. The Administrator will calculate Individual Class Payments 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.

Defendant's records reflect that you worked << _____ >> Workweeks during the Class Period (December 11, 2019 through May 27, 2025).

Based on this information, your estimated Individual Class Payment from the Net Settlement Amount is << _____ >>.

Defendant's records reflect that you worked << _____ >> PAGA Pay Periods during the during the PAGA Period (October 25, 2022 through February 12, 2025). Based on this information your estimated Individual PAGA Payment is << _____ >>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is _____ [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and conferring with the Parties' counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment and/or Individual PAGA Payment will be mailed automatically to the same address as this Class Notice.

Your check will be sent to the same address as this Class Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Class Notice has the Administrator's contact information.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Class portion of the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendant for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Penalties and will remain subject to the release of the Released PAGA Claims regardless of whether they submit a request for exclusion.

To opt out, you must submit to the Administrator a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is _____. You may also fax your request to opt out to _____ or email your opt out request to _____ by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the Settlement in the *Jacobs v. DPR Construction, Inc.* lawsuit. The request to opt-out should state the Class Member's full name, address and email address or telephone number. Please include the name and number of the case, which is *Jacobs v. DPR Construction, Inc.*, Case No. 23-CIV-05852. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is _____. Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I Object to the Settlement?

A Participating Class Member who disagrees with any aspect of the Agreement may wish to object to the Settlement. **The Response Deadline for sending written objections to the Administrator is _____** [sixty (60) days after the date of the Notice or an additional 14 days after the Notice in the case of re-mailing]. You may also fax your objections to _____ or email your objections to _____ by no later than this Response Deadline. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Jacobs v. DPR Construction, Inc.*, Case No. 23-CIV-05852, and include your name, current address, email or telephone number, and approximate dates of employment for Defendant and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: _____
Email Address: _____
Mailing Address: _____
Telephone Number: _____
Fax Number: _____
Settlement Website: _____

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. You also have the option to appear at the hearing remotely through the Court's procedure. Instructions on how to do so are available on the Court's website at https://www.sanmateocourt.org/court_divisions/civil/. Check the Court's website for the most current information. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

Class Counsel and their contact information are as follows:

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik DeBlouw
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: kyle@bamlawca.com

Counsel for Defendant and their contact information are as follows:

Aaron T. Winn
Brittany M. Ranelli
DUANE MORRIS LLP
750 B Street, Suite 2900
San Diego, CA 92101
Telephone: +1 619 744 2200
Facsimile: +1 619 744 2201
Email: atwinn@duanemorris.com
bmraneli@duanemorris.com

9. Can I Attend the Final Approval Hearing?

You can, but don't have to, attend the Final Approval Hearing at _____ (Pacific Standard Time) on _____, in Department 28 Courtroom 1 of the Superior Court of California, County of San Mateo, at 800 North Humboldt Street, San Mateo, CA 94401, before Judge Nicole S. Healy. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid under the Settlement, including attorneys' fees and costs to Class Counsel and as a service payment to Plaintiffs. If there are objections, the Court will consider them. **You are not required to attend** the Final

Approval Hearing, although any Class Member is welcome to attend the hearing remotely using the Court Connect procedure at https://www.sanmateocourt.org/court_divisions/civil/. You may also appear in person. Check the Court's website for the most current information on appearing in Court.

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on the Internet via the Case Inquiry page for the California Superior Court for the County of San Mateo (<https://odyportal-ext.sanmateocourt.org/portal-external>) and entering the Case No. 23-CIV-05852. It will also be posted on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Jacobs v. DPR Construction*.

10. How Can I Get More Information?

You may call the Administrator at _____ or write to *Jacobs v. DPR Construction, Inc.* Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Agreement. You may receive a copy of the Agreement, the Judgment, the motion for attorneys' fees, costs and service award, the motion for final approval or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Jacobs v. DPR Construction*, where these documents will be posted as they become available, by reaching out to the Administrator, or examining the Court's file on the Internet via the Case Inquiry page for the California Superior Court for the County of San Mateo (<https://odyportal-ext.sanmateocourt.org/portal-external>) and entering the Case No. 23-CIV-05852. If you wish to view the Court files in person, you do so at the Records Management Division in Room A at the Hall of Justice, 400 County Center, Redwood City, CA 94063.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Fail to Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such events, the Administrator shall direct all unclaimed funds to be paid to the California Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check. The funds may be claimed at https://www.sco.ca.gov/upd_msg.html.
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

EXHIBIT "B"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN MATEO

CELESTE JACOBS, DAVID HALEY, and
GABRIEL A. REYES, individuals, on
behalf of themselves and on behalf of all
persons similarly situated,

Plaintiffs,

vs.

DPR CONSTRUCTION, INC., a
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: 23-CIV-05852

**[PROPOSED] PRELIMINARY APPROVAL
ORDER**

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Nicole S. Healy
Dept: 28

Date Filed: December 11, 2023
Trial Date: Not set

This matter came before the Honorable Nicole S. Healy of the Superior Court of the State of California, in and for the County San Mateo, on _____[DATE], for hearing on the unopposed motion by Plaintiffs Celeste Jacobs, David Haley, and Gabriel A. Reyes ("Plaintiffs") for preliminary approval of the Settlement with Defendant DPR Construction, Inc. ("Defendant"). The Court, having considered the briefs, argument of counsel and all matters presented to the

PRELIMINARY APPROVAL ORDER

1 Court and good cause appearing, hereby GRANTS Plaintiffs' Motion for Preliminary Approval of
2 Class Action Settlement.

3
4 **IT IS HEREBY ORDERED:**

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

11 2. This Order incorporates by reference the parties' Agreement and all definitions in
12 the Agreement, and all terms defined therein shall have the same meaning in this Order as set forth
13 in the Agreement.

14 3. The Court recognizes that the Parties have entered into a settlement to avoid the
15 expense and disruption of litigation and because the outcome in litigation is uncertain. The Court
16 further recognizes that Plaintiffs believe the claims asserted have merits, Defendant strongly
17 disputes that contention, denies all liability, and contends it complied with the law. Based on the
18 representations made by the Parties, the Parties reached a settlement of this Action after a full day
19 of mediation as the result of serious and non-collusive, arm's-length negotiations.

20 4. It appears to the Court on a preliminary basis that the Gross Settlement Amount,
21 distribution and terms of the Agreement are fair, adequate and reasonable as to all potential Class
22 Members when balanced against the probable outcome of further litigation and the significant
23 risks relating to certification, liability and damages issues. It also appears that investigation and
24 research have been conducted such that counsel for the Parties are able to reasonably evaluate
25 their respective positions. It further appears to the Court that the Settlement will avoid substantial
26 additional costs by all Parties, as well as avoid the delay and risks that would be presented by the
27 further prosecution of the Action.

28

PRELIMINARY APPROVAL ORDER

1 5. The Court preliminarily finds that the Settlement appears to be within the range of
2 reasonableness of a settlement that could ultimately be given final approval by this Court. The
3 Court has reviewed the monetary recovery that is being granted as part of the Settlement and
4 preliminarily finds that the monetary settlement made available to the Class and Aggrieved
5 Employees is fair, adequate, and reasonable when balanced against the probable outcome of
6 further litigation and the significant risks relating to certification, liability, and damages issues.

7 6. The Court recognizes that Plaintiffs and Defendant stipulate and agree to
8 representative treatment and certification of a class for settlement purposes only. This stipulation
9 will not be deemed admissible in this or any other proceeding should this Settlement not become
10 final. For settlement purposes only, the Court conditionally certifies the Class which consists of
11 “all individuals who are or previously were employed by Defendant who were classified as non-
12 exempt in the State of California at any time during the Class Period.” The “Class Period” is
13 December 11, 2019 through May 27, 2025.

14 7. The Court concludes that, for settlement purposes only, the Class meets the
15 requirements for certification under section 382 of the California Code of Civil Procedure in that:
16 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
17 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
18 community of interest amongst the members of the Class with respect to the subject matter of the
19 litigation; (c) the claims of the Plaintiffs are typical of the claims of the members of the Class; (d)
20 the Plaintiffs will fairly and adequately protect the interests of the members of the Class; (e) a
21 class action is superior to other available methods for the efficient adjudication of this controversy;
22 and (f) counsel for the Class is qualified to act as counsel for the Class and the Plaintiffs are
23 adequate representatives of the Class.

24 8. The Court provisionally appoints Plaintiffs Celeste Jacobs, David Haley and
25 Gabriel A. Reyes as the representatives of the Class. The Court provisionally appoints Norman B.
26 Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug Bhowmik
27 De Blouw LLP as Class Counsel for the Class.

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PRELIMINARY APPROVAL ORDER

1 9. The Court hereby approves, as to form and content, the Class Notice attached to the
2 Agreement as Exhibit A. Minor, non-substantive changes are permitted to the extent required to
3 facilitate notice administration. The Court finds that the Class Notice appears to fully and
4 accurately inform the Class of all material elements of the proposed Settlement, of the Class
5 Members' right to be excluded from the Class by submitting a written opt-out request, the Class
6 Members' right to dispute the calculation of their Workweeks and/or Pay Period, and the Class
7 Members' right and opportunity to object to the Settlement. The Court further finds that the
8 distribution of the Class Notice substantially in the manner and form set forth in the Agreement
9 and this Order meets the requirements of due process, is the best notice practicable under the
10 circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The
11 Court orders the mailing of the Class Notice by first class mail pursuant to the terms set forth in
12 the Agreement. If a Class Notice Packet is returned because of an incorrect address, the
13 Administrator will promptly search for a more current address for the Class Member and re mail
14 the Class Notice Packet to any new address for the Class Member no later than seven (7) days
15 after the receipt of the undelivered Class Notice.

16 10. The Court hereby appoints Apex Class Action as the Administrator for mailing
17 notices and administering the Agreement, and for carrying out all of the other responsibilities
18 outlined in the Agreement. No later than thirty (30) days after this Order is entered, Defendant
19 will provide the Class Data to the Administrator. The Administrator will perform address updates
20 and verifications as necessary pursuant to the Agreement. No later than fourteen (14) days after
21 receiving the Class Data, the Administrator will mail the Class Notice Packet to all Class
22 Members pursuant to the Agreement. The Administrator shall notify the Parties when Class
23 Notice Packets are mailed and provide weekly reports pursuant to the Agreement.

24 11. The Court hereby preliminarily approves the proposed procedure for exclusion
25 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
26 from the Class as provided in the Class Notice by following the instructions for requesting
27 exclusion from the Class that are set forth in the Agreement and the Class Notice. All requests for
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1 exclusion must be postmarked or received no later than sixty (60) calendar days after the date of
2 the mailing of the Class Notice pursuant to the Agreement. Class Members to whom Class Notice
3 Packets are resent after having been returned undeliverable to the Administrator shall have an
4 additional 14 calendar days beyond the Response Deadline has expired to submit a Request for
5 Exclusion. Any person who chooses to opt out of and be excluded from the Class will not be
6 entitled to any recovery under the Class Settlement and will not be bound by the Class Settlement
7 or have any right to object, appeal or comment thereon. However, the Class Members cannot opt-
8 out of the PAGA portion of the proposed Settlement, as explained in the Class Notice. Class
9 Members who have not requested exclusion shall be bound by all determinations of the Court, the
10 Agreement and the Judgment. The Administrator shall accept any Request for Exclusion pursuant
11 to the terms of the Agreement.

12 12. Any Class Member who has not opted out may appear at the final approval hearing
13 and may object or express their views regarding the Settlement and may present evidence and file
14 briefs or other papers that may be proper and relevant to the issues to be heard and determined by
15 the Court as provided in the Class Notice. Participating Class Members may send written
16 objections to the Administrator, by fax, email, or mail. In the alternative, or in addition to a written
17 objection, Participating Class Members may appear in Court (or hire an attorney to appear in
18 Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member
19 who elects to send a written objection to the Administrator must do so not later than postmarked or
20 received no later than sixty (60) calendar days after the date of the mailing of the Class Notice
21 (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

22 13. A final approval hearing shall be held before this Court on _____
23 _____ at _____ in Department 28 / Courtroom 1 of the San Mateo County
24 Superior Court at which the Court will consider: (a) whether to certify this Action and the Class as
25 a class action under California Code of Civil Procedure section 382 for settlement purposes only;
26 (b) whether dissemination of the Class Notice was accomplished as directed and met the
27 requirements of due process; (c) whether the proposed settlement of the Action on the terms and
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PRELIMINARY APPROVAL ORDER

1 conditions provided for in the Agreement is fair, adequate and reasonable and should be finally
2 approved by the Court; (d) whether to direct that the Settlement funds be distributed in accordance
3 with the terms of the Agreement; and (e) whether to finally approve attorneys' fees and costs,
4 service awards, and the fees and expenses of the Administrator. All papers in support of the
5 motion for final approval and for attorneys' fees, costs and service awards shall be filed with the
6 Court and served on all counsel no later than sixteen (16) court days before the hearing and the
7 motion shall be heard at this final approval hearing.

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

20 15. In the event the Settlement does not become effective in accordance with the terms
21 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
22 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
23 and the Parties shall revert to their respective positions as of before entering into the Agreement,
24 including that the Second Amended Complaint that was or will be filed as a condition of this
25 Settlement will be retracted and the Action will returned to its original state as if the Settlement
26 had not occurred. The Parties expressly reserve their respective rights regarding the prosecution
27 and defense of this Action, including all available defenses and affirmative defenses, and
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PRELIMINARY APPROVAL ORDER

1 arguments that any claim in the Action could not be certified as a class action and/or managed as a
2 representative action. In such an event, the Court's orders regarding the Settlement, including this
3 Order, shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is
4 intended to alter the terms of the Agreement with respect to the effect of the Agreement if it is not
5 approved.

6 16. The Court reserves the right to adjourn or continue the date of the final approval
7 hearing and all dates provided for in the Agreement without further notice to Class Members and
8 retains jurisdiction to consider all further applications arising out of or connected with the
9 proposed Settlement.

10 17. Counsel for the parties are hereby authorized to utilize all reasonable procedures in
11 connection with the administration of the Settlement which are not materially inconsistent with
12 either this Order or the terms of the Settlement.

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

15 **IT IS SO ORDERED.**

16 Dated: _____

17 _____
18 HON. NICOLE S. HEALY
19 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
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PRELIMINARY APPROVAL ORDER

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN MATEO

CELESTE JACOBS, DAVID HALEY, and
GABRIEL A. REYES, individuals, on behalf
of themselves and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

DPR CONSTRUCTION, INC., a Corporation;
and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: 23-CIV-05852

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Nicole S. Healy
Dept: 28

Date Filed: December 11, 2023
Trial Date: Not set

FINAL APPROVAL ORDER AND JUDGMENT

1 The unopposed motion of Plaintiffs Celeste Jacobs, David Haley, and Gabriel A. Reyes
2 (“Plaintiffs”) for an order finally approving the Class Action and PAGA Settlement Agreement
3 and Release (“Agreement”) with Defendant DPR Construction, Inc. (“Defendant”), attorneys’ fees
4 and costs, service payments, and the expenses of the Administrator duly came on for hearing on
5 _____ before the Honorable Nicole S. Healy.

6 **I.**

7 **FINDINGS**

8 Based on the oral and written argument and evidence presented in connection with the
9 motion, the Court makes the following findings:

10 1. All terms used herein shall have the same meaning as defined in the Agreement
11 filed ____, 2025 as Exhibit __ to the Declaration of ____ in Support of Plaintiff’s Motion for
12 Preliminary Approval of Class Action and PAGA Settlement.

13 2. This Court has continuing jurisdiction over the subject matter of this litigation
14 pending before the Superior Court for the State of California, in and for the County of San Mateo,
15 and over all Parties to this litigation, including the Class, until the Settlement is finally
16 administered.

17 3. All Participating Class Member’s and Aggrieved Employee’s Released Claims
18 (including Released Class Claims, Released PAGA Claims, and Named Plaintiffs Celeste
19 Jacobs’s, David Haley’s and Gabriel A. Reyes’s Claims) are covered by and included within the
20 Settlement and this Final Approval Order and Judgment.

21 4. Based on a review of the papers submitted by Plaintiffs and a review of the
22 applicable law, the Court finds that the Gross Settlement Amount of is Four Million Five Hundred
23 Thousand Dollars (\$4,500,000) and the terms set forth in the Agreement are fair, reasonable, and
24 adequate. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual
25 PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel
26 Litigation Expenses Payment, Class Representative Service Payments, and the Administration
27 Expenses Payment.

28 **FINAL APPROVAL ORDER AND JUDGMENT**

1 5. The Court further finds that the Settlement was the result of arm's length
2 negotiations conducted after Class Counsel and Defense Counsel adequately investigated the
3 claims and became familiar with the strengths and weaknesses of those claims. In particular, the
4 amount of the Settlement, and the assistance of an experienced mediator in the settlement process,
5 among other factors, support the Court's conclusion that the Settlement is fair, reasonable, and
6 adequate. The Court also finds that Settlement will avoid additional substantial costs, as well as
7 avoid the delay and risk that would be presented by the further prosecution of the action.

8 **Preliminary Approval of the Settlement**

9 6. On _____, the Court granted preliminary approval of the Settlement. At
10 this same time, the Court approved conditional certification of the Class for settlement purposes
11 only.

12 **Notice to the Class**

13 7. In compliance with the Preliminary Approval Order, the Court-approved Class
14 Notice was mailed by first class mail to members of the Class at their last-known addresses on or
15 about _____. Mailing of the Class Notice to their last-known addresses was the best
16 notice practicable under the circumstances and was reasonably calculated to communicate actual
17 notice of the litigation and the proposed settlement to the Class. The Class Notice given to the
18 Class Members fully and accurately informed the Class Members of all material elements of the
19 proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion
20 from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied
21 fully with the laws of the State of California, the United States Constitution, due process and other
22 applicable law. The Class Notice fairly and adequately described the Settlement and provided
23 Class Members adequate instructions and a variety of means to obtain additional information.

24 8. The Response Deadline for opting out or submitting written objections to the
25 Settlement was _____, which for re-mailings was extended by fourteen (14) days. There
26 was an adequate interval between notice and the deadline to permit Class Members to choose what
27 to do and to act on their decision. A full and fair opportunity has been afforded to the Class
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1 Members to participate in this hearing, and all Class Members and other persons wishing to be
2 heard have had a full and fair opportunity to be heard. Class Members also have had a full and
3 fair opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the
4 Court determines that all Class Members who did not timely and properly submit a request for
5 exclusion are bound by the Settlement and this Final Approval Order and Judgment.

6 **Fairness of the Settlement**

7 9. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
8 48 Cal.App.4th 1794, 1801 (1996).

9 a. The settlement was reached through arm's-length bargaining between the
10 Parties during an all-day mediation before Hon. Brian C. Walsh (ret.), a respected and experienced
11 mediator of wage and hour class actions. There has been no collusion between the Parties in
12 reaching the Settlement.

13 b. Plaintiffs and Class Counsel's investigation and discovery have been
14 sufficient to allow the Court and counsel to act intelligently.

15 c. Counsel for all Parties are experienced in similar employment class action
16 litigation. Class Counsel recommended approval of the Agreement.

17 d. The percentage of objectors and requests for exclusion is small. ____
18 objections were received. _____ requests for exclusion were received.

19 e. The participation rate was high. _____ Class Members will be mailed a
20 settlement payment, representing ____% of the overall Class.

21 10. The consideration to be given to the Class Members under the terms of the
22 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
23 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
24 Members' claims, given the uncertainties and significant risks of the litigation and the delays
25 which would ensue from continued prosecution of the action.

26 11. The Agreement is finally approved as fair, adequate and reasonable and in the best
27 interests of the Class Members.

28 **FINAL APPROVAL ORDER AND JUDGMENT**

1 **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment**

2 12. From the Gross Settlement Amount, an award of \$ _____ for attorneys’
3 fees, representing one-third of the Gross Settlement Amount, and \$ _____ for litigation
4 costs and expenses, is reasonable, in light of the contingent nature of Class Counsel’s fee, the
5 hours worked by Class Counsel, and the results achieved by Class Counsel. The requested awards
6 have been supported by Class Counsel’s lodestar and billing statement.

7 **Class Representative Service Payments**

8 13. The Agreement provides for Class Representative Service Payments of not more
9 than \$12,500 each to the Plaintiffs, subject to the Court’s approval, in exchange for their general
10 releases of all claims asserted by Plaintiffs. The Court finds that Class Representative Service
11 Payments in the amount of \$ _____ from the Gross Settlement Amount to each of the
12 Plaintiffs are reasonable in light of the risks and burdens undertaken by the Plaintiffs in this
13 litigation and for their time and effort in bringing and prosecuting this matter on behalf of the
14 Class.

15 **Administration Expenses Payment**

16 14. The Administrator shall calculate and administer the payment to be made to the
17 Class Members, transmit payment for attorneys’ fees and costs to Class Counsel, transmit the
18 Class Representative Service Payments to the Plaintiffs, issue all required tax reporting forms,
19 calculate withholdings and perform the other remaining duties set forth in the Agreement. The
20 Administrator has documented \$ _____ in fees and expenses, and this amount is reasonable in
21 light of the work performed by the Administrator.

22 **PAGA Penalties**

23 15. The Agreement provides for a PAGA Penalties out of the Gross Settlement
24 Amount of \$100,000, which shall be allocated \$75,000 to the Labor & Workforce Development
25 Agency (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties and \$25,000 to
26 the Aggrieved Employees as the Individual PAGA Payments pursuant to the PAGA. The
27 Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the
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FINAL APPROVAL ORDER AND JUDGMENT

1 Aggrieved Employees' 25% share of PAGA Penalties (\$25,000) by the total number of PAGA
2 Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the
3 result by each Aggrieved Employee's PAGA Pay Periods. "Aggrieved Employees" are all non-
4 exempt employees who worked for Defendant in California at any time during the PAGA Period
5 (October 25, 2022 through February 12, 2025). Pursuant to Labor Code section 2699, the LWDA
6 was provided notice of the Agreement and these settlement terms and has not indicated any
7 objection thereto. The Court finds the PAGA Penalties to be reasonable.

8 II.

9 ORDERS

10 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

11 15. The Class is certified for the purposes of settlement only. The Class is defined as
12 follows:

13 All individuals who are or previously were employed by Defendant who were
14 classified as non-exempt in the State of California at any time during the Class
Period (December 11, 2019 through May 27, 2025).

15 16. All persons who meet the foregoing definition are members of the Class, except for
16 those individuals who filed a valid request for exclusion ("opt out") from the Class. [Identify the
17 names of any opt outs.]

18 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
19 best interest of the Class. Defendant shall fully fund the Gross Settlement Amount, and also fund
20 the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to
21 the Administrator no later than 21 days after the Effective Date.

22 18. Class Counsel are awarded attorneys' fees in the amount of \$_____ and
23 costs in the amount of \$_____, payable from the Gross Settlement Amount. Class Counsel
24 shall not seek or obtain any other compensation or reimbursement from Defendant, Plaintiffs or
25 members of the Class.

26 19. The payment of Class Representative Service Payments from the Gross Settlement
27 Amount in the amount of \$_____ to each of the Plaintiffs is approved.

28 FINAL APPROVAL ORDER AND JUDGMENT

1 20. The payment of \$ _____ to the Administrator for its fees and expenses
2 from the Gross Settlement Amount is approved.

3 21. The PAGA Penalties amount of \$100,000 is approved and is to be distributed from
4 the Gross Settlement Amount and allocated in accordance with the Agreement.

5 22. Pursuant to Labor Code section 2699, Class Counsel shall submit a copy of this
6 Final Approval Order and Judgment to the LWDA within 10 days after its entry.

7 23. Neither the Agreement nor this Settlement is an admission by Defendant, nor is this
8 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
9 wrongdoing by Defendant or that this Action is appropriate for class or representative treatment
10 (other than for settlement purposes). Neither this Final Approval Order and Judgment, the
11 Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement
12 is, may be construed as, or may be used as an admission by or against Defendant of any fault,
13 wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any
14 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be
15 evidence of, an admission or concession with regard to the denials or defenses by Defendant.
16 Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding
17 this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in
18 the Action as evidence of the Settlement to support a defense of *res judicata*, collateral estoppel,
19 release, or other theory of claim or issue preclusion or similar defense as to the Released Class
20 Claims and/or Released PAGA Claims.

21 24. Notice of entry of this Final Approval Order and Judgment shall be given to all
22 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order
23 and Judgment shall be posted on the Administrator's settlement website as set forth in the Class
24 Notice to the Class. It shall not be necessary to send notice of entry of this Final Approval Order
25 and Judgment to individual Class Members.

26 25. If the Agreement does not become final and effective in accordance with the terms
27 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
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FINAL APPROVAL ORDER AND JUDGMENT

1 connection herewith, shall be rendered null and void and shall be vacated, including that the
2 Second Amended Complaint that was filed as a condition of this Settlement will be retracted, and
3 the Parties shall revert to their respective positions as of before entering into the Agreement, and
4 expressly reserve their respective rights regarding the prosecution and defense of this Action,
5 including all available defenses and affirmative defenses, and arguments that any claim in the
6 Action could not be certified as a class action and/or managed as a representative action.

7 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

8 26. Except as set forth in the Agreement and this Final Approval Order and Judgment,
9 Plaintiff, and all members of the Class, shall take nothing in the Action.

10 27. All Parties shall bear their own attorneys' fees and costs, except as otherwise
11 provided in the Agreement and in this Final Approval Order and Judgment.

12 28. Effective on the date when Defendant fully funds the entire Gross Settlement
13 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
14 Payments, Plaintiff, Participating Class Members, Aggrieved Employees and the LWDA will
15 release claims against all Released Parties as follows:

16 (a) All Participating Class Members shall fully and finally release and
17 discharge Defendant and Released Parties from any and all claims, rights, demands, liabilities,
18 damages, attorneys' fees, costs and causes of action of every nature and description, arising from
19 the facts pleaded in the Operative Complaint, or as reasonably could have been pled based on the
20 factual allegations set forth in the Operative Complaint which occurred during the Class Period
21 during employment in a non-exempt position in California, including any claims under California
22 Labor Code sections 201-204, 210, 218, 221, 226, 226.3, 226.7, 233, 246 *et seq.*, 510, 512, 558,
23 1194, 1197, 1197.1, 1198, 2698 *et seq.*, and 2802, California Code of Regulations, Title 8, Section
24 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14), any
25 California Industrial Welfare Commission Wage Order(s), Business and Professions Code section
26 17200 *et seq.*, all related federal claims for unpaid wages including the Fair Labor Standards Act
27 ("FLSA"), 29 U.S.C. § 201 *et seq.*, and any such claims that were litigated in the lawsuit against
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1 Defendant and Released Parties or could reasonably have been litigated in the lawsuit against
2 Defendant or Released Parties of whatever kind and nature, character and descriptions, whether in
3 law or equity, whether sounding tort, contract, statute, or other applicable law, whether anticipated
4 or unanticipated that were or could have been asserted in the Action based on the facts alleged in
5 the Operative Complaint, which occurred during the Class Period during employment in a non-
6 exempt position in California, including claims brought on a class wide basis, claims for failure to
7 pay wages, failure to pay minimum wages, failure to pay overtime wages, failure to provide meal
8 periods, failure to provide rest breaks, failure to pay premium wages, failure to provide accurate
9 wage statements, failure to pay all earned wages upon separation from employment, failure to
10 reimburse employees for expenses, failure to pay wages twice monthly, failure to pay all wages
11 earned every pay period, failure to pay all wages earned every pay period, untimely payment of
12 wages, inaccurate wage statements, record keeping violations, unfair competition, as well as all
13 damages, restitution, disgorgement, penalties including civil penalties and statutory penalties,
14 taxes, interest or attorneys' fees resulting therefrom. Under this release, Participating Class
15 Members are precluded from filing a wage and hour action under the FLSA against Defendant or
16 the Released Parties for claims and/or causes of action encompassed by the Released Class Claims
17 which are extinguished and precluded pursuant to the holding in *Rangel v. PLS Check Cashers of*
18 *California, Inc.*, 899 F.3d 1106 (2018). The Released Class Claims do not release any unrelated
19 claims, like claims for vested benefits, wrongful termination, violation of the Fair Employment
20 and Housing Act, unemployment insurance, disability, social security, workers' compensation,
21 and California class claims outside of the Class Period.

22 (b) Plaintiffs on behalf of the State of California and all Aggrieved Employees
23 fully and finally release and discharge Defendant and Released Parties from any and all claims,
24 rights, demands, liabilities for PAGA penalties arising from the facts or legal theories pleaded in
25 the Operative Complaint, the PAGA Notice and the Amended PAGA Notice, which occurred
26 during the PAGA Period, or as reasonably could have been pled based on the factual allegations
27 set forth in the Operative Complaint which occurred during the PAGA Period, including any
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FINAL APPROVAL ORDER AND JUDGMENT

1 PAGA claims based on violations under California Labor Code sections 201-204, 210, 218, 221,
2 226, 226.3, 226.7, 233, 246 *et seq.*, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, and
3 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California
4 Code of Regulations, Title 8, Section 1 1070(14), the applicable Industrial Welfare Commission
5 Wage Order(s), and any such claims that were litigated in the lawsuit against Defendant and
6 Released Parties or could reasonably have been litigated in the lawsuit against Defendant or
7 Released Parties or whatever kind and nature, character and descriptions, whether anticipated or
8 unanticipated that were or could have been asserted in the Action based on the facts alleged in the
9 Operative Complaint, the PGA notice and Amended PAGA Notice, which occurred during the
10 PAGA Period and during the time that an Aggrieved Employee was employed by Defendant in a
11 non-exempt position in California, including, penalties including civil penalties and statutory
12 penalties including penalties under PAGA, taxes, interest or attorneys' fees resulting therefrom.
13 The Released PAGA Claims do not include unrelated claims, like claims for vested benefits,
14 wrongful termination, and violation of the Fair Employment and Housing Act, unemployment
15 insurance, disability, social security, workers' compensation, and PAGA claims outside of the
16 PAGA Period.

17 (c) Plaintiffs and their respective former and present spouses, representatives,
18 agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge
19 Released Parties from the Plaintiffs' Release, as set forth fully in the Agreement.

20 29. For any Class Member or Aggrieved Employee whose Individual Class Payment
21 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
22 Administrator shall transmit the funds represented by such checks to the California Controller's
23 Unclaimed Property Fund in the name of the Class Member and/or Aggrieved Employee thereby
24 leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure
25 Section 384, subd. (b).

26 30. The Court hereby enters judgment in the entire Action as of the filing date of this
27 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the
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FINAL APPROVAL ORDER AND JUDGMENT

1 finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction
2 over the interpretation, implementation, and enforcement of the Settlement and all orders entered
3 in connection therewith pursuant to California Code of Civil Procedure section 664.6.

4 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

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6 Dated: _____

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HON. NICOLE S. HEALY
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA

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FINAL APPROVAL ORDER AND JUDGMENT

EXHIBIT D

[CLASS REPRESENTATIVE RELEASE OF CLAIMS]

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EXHIBIT D
SETTLEMENT AGREEMENT AND GENERAL RELEASE OF ALL CLAIMS

This Settlement Agreement and General Release of All Claims (hereinafter referred to as the “Individual Release”) is made by and between [INSERT FULL NAME OF NAMED PLAINTIFF] (“Named Plaintiff”) and DPR Construction, Inc. (“DPR” or the “Defendant”)¹ with respect to the following facts:

A. On December 11, 2023, Celeste Jacobs (“Jacobs”) filed a complaint on behalf of all individuals who are or were employed by Defendant in California and classified as non-exempt at any time during the four-year period beginning December 11, 2019 and ending on a date determined by the court, in the Superior Court of the State of California, County of San Mateo, Case No. 23CIV05852. Jacobs asserted that Defendant: (1) Violated California Business and Professions Code § 17200 *et seq.*; (2) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, 1197.1; (3) Failed to pay overtime wages in violation of California Labor Code § 510; (4) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order; (5) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order; (6) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226; (7) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802; (8) Failed to provide wages when due in violation of California Labor Code §§ 201, 202 and 203; and (9) Failed to pay sick pay wages in violation of California Labor Code §§ 201-203, 233, 246 (the “Action”).

B. On February 1, 2024, Jacobs filed a representative action complaint against DPR in the Superior Court of the State of California, County of Santa Clara, asserting a single cause of action for violation of the Private Attorney General Act, Cal. Labor Code §§ 2698, *et seq.*, Case No. 24CV430202, seeking civil penalties for violations of Labor Code Sections 201, 202, 203, 204, *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14), and the applicable Wage Order(s) (the “PAGA Action”)

C. On April 9, 2024, Jacobs filed a First Amended Complaint in the Action adding a single cause of action seeking PAGA penalties.

D. On April 18, 2024, pursuant to the Parties’ agreement to consolidate the Action and the PAGA Action, and to proceed with the Action and to dismiss the PAGA Action, the Santa Clara County Superior Court dismissed without prejudice the PAGA Action.

E. Prior to mediation, Jacobs informed Defendant that it would be seeking to add David Haley (“Haley”) and Gabriel A. Reyes (“Reyes”) as Class Representatives in the Action.

F. On February 12, 2025, the Jacobs, Haley, Reyes, and Defendant through their respective counsels participated in an all-day mediation presided over by the Hon. Brian C. Walsh (ret.), an experienced mediator of wage and hour representative and class actions. Jacobs, Haley,

¹ The capitalized terms in this Individual Release have defined meanings that are set out in detail in the Agreement.

Reyes, and Defendant, represented by their respective counsel, were able to agree to reach an agreement to settle the Action and the PAGA Action that was memorialized in the form of a Memorandum of Understanding.

G. On June 13, 2025, as part of the settlement, Jacobs and Defendant filed a Stipulation for Leave to File Second Amended Class Action Complaint in the Action, seeking to add Haley and Reyes and additional allegations asserted before and during the mediation and dismiss the PAGA Action with prejudice and any other related actions (Jacobs, Haley, and Reyes collectively referred to as “Class Representatives”). The Second Amended Complaint will be the Operative Complaint in the Action.

H. In the Action, Defendant has asserted various affirmative defenses and contends that its wage and hour policies and practices comply with California law, that Class Representatives cannot corroborate any alleged off-the-clock work, lack of compliant meal or rest breaks, failure to reimburse business expenses or any other derivative claim. Defendant also contends that class certification is not appropriate in this Action. 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.

I. On or about [REDACTED], 2025, the Parties executed a Class Action and PAGA Settlement Agreement and Release (the “Agreement”) with regard to the Action (the “Settlement”). As part of the Settlement, Named Plaintiff agreed to execute a full and separate general release of all claims against the Defendant and the Released Parties in exchange for the service payment paid to Named Plaintiff in recognition for his/her general release of claims and efforts in bringing and prosecuting the Action as a Class Representative (“Class Representatives Service Payments” per the Agreement).

J. On [REDACTED], the Court entered an Order Granting Final Approval of the Settlement, which finally and unconditionally approved settlement of the Action (the “Final Approval Order”). In doing so, the Court approved and directed that, from the gross settlement amount, a Class Representative Service Payment in the amount of up to Twelve Thousand Five Hundred Dollars and No Cents (\$12,500.00) be paid to Named Plaintiff.

THEREFORE, in consideration of the promises and mutual agreements hereinafter set forth in this Individual Release, the Agreement, and the Final Approval Order, which are incorporated herein by reference, it is agreed by and between the undersigned as follows:

1. Class Representative Service Payment to Plaintiff.

Defendant, through the settlement administrator, shall pay [REDACTED] Named Plaintiff the amount of Twelve Thousand Five Hundred Dollars and No Cents (\$12,500.00), or the amount approved by the Court in the Final Approval Order, from the Gross Settlement Amount as a Class Representative Service Payment, per the Final Approval Order.

2. Release of Claims.

In consideration for the payment above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, [REDACTED] Named Plaintiff, on his/her own behalf, his/her agents, attorneys, executors, heirs, administrators, successors and assigns (hereinafter collectively the "Releasors"), shall fully and finally release and discharge Defendant and Released Parties from any all claims, rights, demands, liabilities, damages, attorneys' fees, costs and causes of action of every nature and description, arising from Class Representatives' employment with Defendant, whether known or unknown, which exist or may exist as of the Parties execution of this Agreement, including but not limited to any such claims that were litigated in the lawsuit against Defendant or could reasonably have been litigated in the lawsuit against Defendant. The claims released under this paragraph include, but are not necessarily be limited to, claims brought on a class wide basis, claims for failure to pay wages, failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods, failure to provide rest breaks, failure to pay premium wages, failure to provide accurate wage statements, failure to pay all earned wages upon separation from employment, failure to reimburse employees for expenses, failure to pay wages twice monthly, failure to pay all wages earned every pay period, failure to pay all wages earned every pay period, untimely payment of wages, inaccurate wage statements, record keeping violations, unfair competition, as well as all damages, restitution, disgorgement, penalties including civil penalties and statutory penalties, taxes, interest or attorneys' fees resulting therefrom, claims based on the California Labor Code and/or the wage orders of the California Industrial Welfare Commission, all Business and Professions Code section 17200 et seq. claims, all related federal claims for unpaid wages expressly including the Fair Labor Standards Act, 29 U.S.C. section 201 et. seq. as amended, any claims under local, state, or federal tort, contract, whistleblower, discrimination, harassment, retaliation, common law, constitutional or other statutory claims, including but not limited to alleged violations the California Fair Employment and Housing Act, the California Family Rights Act, the California WARN Act, California Government Code, the California Equal Pay Act, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, Section 1981 of the Civil Rights Act of 1866, the Equal Pay Act, and the Genetic Information Nondiscrimination Act, the Pregnant Women's Fairness Act, the Family and Medical Leave Act, and the Age Discrimination in Employment Act of 1967, as amended (the "ADEA"), any claims for wrongful termination and/or violation of public policy, any claims for breach of fiduciary duty, any claims for violation of Company and/or the Released Parties' bylaws, policies, procedures or other governing documents, and any and all claims for attorneys' fees, costs and expenses ("Named Plaintiff's Released Claims"). The Named Plaintiff's Released Claims include, but are not limited to, the Named Plaintiff's Released Class Claims and Released PAGA Claims. The Named Plaintiff's Released Class Claims and Released PAGA Claims shall extend through the date that the Named Plaintiff signs this Individual Release.

If Named Plaintiff is over 40 years old at the time of executing this Individual Release, Named Plaintiff acknowledges that he/she is knowingly and voluntarily waiving and releasing any rights he/she may have under the ADEA. Named Plaintiff also acknowledges that the consideration given for the waiver and release above is in addition to anything of value to which he/she was already entitled. Named Plaintiff acknowledges that he/she was advised that he/she should consult with counsel about this Individual Release and he/she has been provided the opportunity to consult with counsel regarding this Individual Release. Named Plaintiff's waiver and release of his/her ADEA claims does not apply to any rights or claims under the ADEA that may arise after execution

of this Individual Release. Named Plaintiff has twenty-one (21) days to consider this Individual Release (although he/she may choose to voluntarily execute this Individual Release earlier). Named Plaintiff has seven (7) days following the execution of this Individual Release to revoke the Individual Release with respect to the general release of his/her claims, which if he/she opts to do so, must be in writing to Defendant's counsel. California Civil Code Section 1542 Waiver. Named Plaintiff understands that he/she is releasing claims that he/she may not know about, and that is his/her intent. Named Plaintiff expressly waives all rights he/she might have under any law that is intended to prevent unknown claims from being released, including, but not limited to, Section 1542 of the Civil Code of the State of California. Named Plaintiff understands the significance of doing so. Section 1542 reads as follows:

“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.”

By signing this Individual Release, Named Plaintiff waives any right or benefit which he/she has or may have under this Section 1542 to the fullest extent that she may lawfully waive such claims and benefits pertaining to the subject matter of this general release.

5. Taxes. Named Plaintiff agrees that this Individual Release is not contingent on any tax consideration or consequence, now or in the future. He/she agrees that Defendant and other Released Parties have not made any representations to him/her regarding the characterization of any payment made to him/her or the tax consequences of any amounts received pursuant to this Individual Release. Named Plaintiff agrees to pay any and all federal, state, or local taxes, if any, which are required by law to be paid by him/her with respect to the Class Representative Service Payment paid pursuant to this Individual Release. In the event that, at any later date, it is claimed or determined by the IRS or any other taxing authority, court or tribunal that any payment(s) made to Named Plaintiff should have had taxes withheld or any taxes paid thereupon, Named Plaintiff acknowledges and agrees that the payment of such taxes or withholdings determined to be due and for which Named Plaintiff, Defendant or any Released Parties is primarily or secondarily liable, as well as any interest, additions or penalties based on or added to such taxes or withholdings, shall be the sole responsibility of Named Plaintiff, and he/she hereby agrees to indemnify and hold harmless Defendant and any Released Parties from and against the assessment of any such taxes, withholdings, interest, additions, penalties, and attorneys' fees and costs incurred in responding to any action to recover such monies. Named Plaintiff's obligations under this paragraph are not affected by any obligation of Defendant to pay its own employer payroll taxes.

5. Continuing Obligations. If Named Plaintiff has signed a confidentiality or proprietary rights agreement, or any other agreement protecting the confidentiality of Defendant's property, Named Plaintiff understands that certain terms and conditions of that agreement survive the termination of his/her employment and, as such, he/she agrees to abide by such surviving provisions of that agreement.

6. No Admission of Liability. Nothing in this Individual Release is intended as or shall be construed as an admission or concession of liability or wrongdoing by the Defendant or any of the other Released Parties, as defined above. Rather, the proposed Individual Release is being offered for the sole purpose of settling cooperatively and amicably all claims by Named Plaintiff

against the Defendant and all other Released Parties. The Defendant and the Released Parties deny that they have engaged in any wrongdoing as it relates to Named Plaintiff.

7. Successors and Assigns. This Individual Release is binding on Named Plaintiff's heirs, family members, executors, agents and assigns.

8. Severability. In the event any provision of this Individual Release shall be found to be unenforceable, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected hereby.

9. Applicable Law.

This Individual Release shall be interpreted, enforced, construed, and governed under the laws of the State of California.

10. Entire Agreement; Modification.

This Individual Release, as well as the incorporated Agreement, the Final Approval Order, and any agreements with continuing obligations as referenced in Paragraph 5, are intended to be the entire agreement between the Named Plaintiff and Defendant and supersedes and cancels any and all other and prior agreements, written or oral, between the Named Plaintiff and Defendant regarding this subject matter. This Individual Release may be amended only by a written instrument executed by Named Plaintiff and Defendant.

11. Counterparts.

This Individual Release may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically mailed copy of the Individual Release or a signature transmitted by facsimile or electronic mail (i.e. DocuSign) shall have the same effect as the original signature. By affixing electronic signatures to this Individual Release, the Named Plaintiff and Defendant acknowledge and agree that their electronic signature complies with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law and shall be deemed to have been duly and validly delivered and executed and be valid and effective for all purposes.

IN WITNESS WHEREOF, the undersigned have signed and executed this Individual Release on the dates set forth below as an expression of their intent to be bound by the foregoing terms of this Individual Release.

This Individual Release has been duly executed on the dates set forth below.

Dated: _____

[INSERT FIRST AND LAST NAME OF PLAINTIFF]
Named Plaintiff

Dated: _____

[INSERT NAME OF REPRESENTATIVE]
For Defendant DPR Construction, Inc.

EXHIBIT #2

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (885) 551-1232

FIRM RESUME

Areas of Practice: Employee, Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation, Business Litigation.

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Action, Civil Litigation, Wage and Hour Class Actions, Transactional Law

Admitted: 1973, Illinois; 1976, California

Biography: Law Clerk to Justice Thomas J. Moran, Illinois Supreme Court, 1973-1975, while on Illinois Court of Appeals. Instructor, Oil and Gas Law: California Western School of Law, 1981; University of San Diego School of Law, 1983. Sole Practitioner 1976-1987. Partner, Blumenthal & Ostroff, 1988-1995. Partner, Blumenthal, Ostroff & Markham, 1995-2001. Partner, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2018. Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP, 2018 - present.

Member: San Diego County, Illinois State and American Bar Associations; State Bar of California.

Educated: University of Wisconsin (B.A., 1970); Loyola University of Chicago (J.D., 1973);

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation

Admitted: 1999, California

Biography: Associate, Blumenthal, Ostroff & Markham, 1999-2001. Associate, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Member: State Bar of California, Ninth Circuit Court of Appeals, Third Circuit Court of Appeals

Educated: University of California at Berkeley (B.A., 1994); University of San Diego School of Law (J.D. 1999)

Awards: Top Labor & Employment Attorney 2016; Top Appellate Reversal - Daily Journal 2015; Super Lawyer 2015-2018

Aparajit Bhowmik

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2006, California

Educated: University of California at San Diego (B.A., 2002); University of San Diego School of Law (J.D. 2006)

Biography: Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Awards: Rising Star 2015

Nicholas J. De Blouw

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: Wayne State University (B.A. 2008); California Western School of Law (J.D. 2011)

Piya Mukherjee

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2010, California

Educated: University of California, San Diego (B.S. 2006); University of Southern California, Gould School of Law (J.D. 2010)

Victoria Rivapalacio

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: University of California at San Diego (B.A., 2003); George Washington University Law School (J.D. 2010)

Ricardo Ehmman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

Educated: University of California, San Diego (B.A. 1998); Loyola Law School (J.D. 2001)

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

Educated: University of Michigan (B.A. 2008); California Western School of Law (J.D. 2011)

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: San Diego State University; California Western School of Law

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

Educated: University of California, Irvine; California Western School of Law

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: Arizona State University; University of San Diego School of Law

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

Educated: University of Southern California; California Western School of Law

Sergio Julian Puche

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

Educated: University of California, Irvine; California Western School of Law

Trevor Moran

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

Educated: University of Rhode Island; California Western School of Law

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

Brooke Wilkinson Waldrop

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2017, California;

Educated: Westminster University (B.A. 2004); University of Utah (J.D. 2008)

REPORTED CASES

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9th Cir. 2015) (The panel reversed the district court's order granting Luxottica Retail North America, Inc.'s motion to compel arbitration of claims and dismissing plaintiff's first amended complaint, in a putative class action raising class employment-related claims and a non-class representative claim for civil penalties under the Private Attorney General Act.);

Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4th 1109 (Cal. Feb. 27, 2015) (Court of Appeal concluded the trial court correctly ruled that *Iskanian* rendered the PAGA waiver within the parties' dispute resolution agreement unenforceable. However, the Court of Appeal then ruled the trial court erred by failing to invalidate the non-severable class action waiver from the agreement and remanded the entire complaint, including class action and PAGA claims, be litigated in the Superior Court);

Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9th Cir. 2015) (The panel determined that the district court clearly erred in holding that its decision to intervene mid-arbitration was justified under *Aerojet-General*. Specifically, the panel held that the district court erred in predicting that an award issued by the arbitrator would likely be vacated because of his "evident partiality" under 9 U.S.C. § 10(a)(2).);

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was

no additional standing rules for PAGA claim brought by independent contractor); In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles, 75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co.,

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Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v. Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafers of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior Court, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior

Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cytotec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT #3

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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**WRITERS EXT:
1004**

**October 25, 2023
CA3112**

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency	DPR Construction, Inc.
Online Filing	Certified Mail #9589071052700182377249
	CT Corporation System
	Amanda Garcia
	330 N. Brand Blvd., Suite 700
	Glendale, CA 91203

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 et seq., 210, 218, 221, 226(a), 226.7, 227.3, 246 et seq., 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by DPR Construction, Inc. in California, including any employees staffed with DPR Construction, Inc. by a third party, and classified as non-exempt employees during the time period of October 25, 2022 until a date as determined by the Court. Our offices represent Plaintiff Celeste Jacobs (“Plaintiff”) and other Aggrieved Employees in a lawsuit against DPR Construction, Inc. (“Defendant”). Plaintiff was employed from October 2022 to August of 2023 by Defendant in California. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting

time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to Plaintiff, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions or concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

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May 9, 2025
CA3112

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

DPR Construction, Inc.
Certified Mail #9589071052703176334150
c/o Aaron T. Winn
Brittany M. Wunderlich
DUANE MORRIS LLP
750 B Street, Suite 2900
San Diego, CA 92101-4681

Re: AMENDED NOTICE FOR LWDA CASE NO. LWDA-CM-989790-23

Notice Of Violations of California Labor Code Sections §§ 201, 202, 203, 204 et seq., 210, 218, 221, 226(a), 226(e), 226.3, 226.7, 227.3, 246 et seq., 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant to California Labor Code Section 2699.5.

Dear Sir/Madam:

"Aggrieved Employees" refers to all individuals who are or previously were employed by DPR Construction, Inc. in California, including any employees staffed with DPR Construction Inc. by a third party and classified as non-exempt employees, including unionized and non-unionized employees, "admin" or "craft" employees, during the time period of October 25, 2022 until a date as determined by the Court. Our offices represent Plaintiff Celeste Jacobs ("Plaintiff") and other Aggrieved Employees in a lawsuit against DPR Construction, Inc. ("Defendant").

Plaintiff sent a PAGA Notice on October 25, 2023 to Defendant and the LWDA (the "Original PAGA Notice."). The purpose of this amended notice is to clarify the scope of the Aggrieved Employees and factual theories for the alleged California Labor Code violations. Plaintiff incorporates the Original PAGA Notice in its entirety and provides this Amended Notice as a supplement to it.

Plaintiff was employed from October 2022 to August of 2023 by Defendant in California. Plaintiff was at all times classified by Defendant as a non-exempt admin employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Plaintiff provides the following facts and theories to supplement the PAGA Notice sent on October 25, 2023.

Defendant violated the California Labor Code by failing to pay Plaintiff and Aggrieved Employees for all hours worked. For example, Defendant required Plaintiff and the Aggrieved Employees to work off-the-clock, including regular, overtime, and double time hours, and failed to pay them for all hours worked. Defendant failed to track all hours worked by Plaintiff and the Aggrieved Employees. Defendant failed to pay Plaintiff and the Aggrieved Employees for time that they worked that was not chargeable to Defendant's clients. Defendant required Plaintiff and the Aggrieved Employees to work while clocked out during what was supposed to be off-duty meal breaks. Defendant did not provide Plaintiff and the Aggrieved Employees with uninterrupted or duty-free breaks and Plaintiff and the Aggrieved Employees were given work assignments while clocked out for what should have been their off-duty meal breaks.

Further, Defendant engaged in policies, practices and procedures that were unlawful and/or hindered Plaintiff's and the Aggrieved Employees' rights under California law. Among other things, Defendant, as a matter of established company policy and procedure administered a uniform practice of rounding the actual time worked and recorded by Plaintiff and the Aggrieved Employees to the benefit of Defendant so that during the course of their employment, Plaintiff and the Aggrieved Employees were or are paid less than they would have been paid had they been paid for actual recorded time rather than "rounded" time. Defendant's timekeeping system failed to keep precise records of Plaintiff's and the Aggrieved Employees' time worked. Defendant also had a policy or practice of automatically deducting thirty minute meal breaks from employee workdays regardless of whether Plaintiff and the Aggrieved Employees took meal breaks or the length of such breaks.

As explained in the original PAGA notice, Defendant engaged in a practice of requiring Plaintiff and the Aggrieved Employees to perform work off the clock in that Defendant, as a condition of employment, required these employees to submit to mandatory temperature checks and symptom questionnaires for COVID-19 screenings prior to clocking into Defendant's timekeeping system for the workday. As a result, Plaintiff and the Aggrieved Employees forfeited minimum wage, overtime wage and double time wage compensation, and off-duty meal breaks by working without their time being recorded and without compensation at the applicable rates. Defendant's policies and practices to not pay Plaintiff and the Aggrieved Employees for all time worked is evidenced by Defendant's business records.

State and federal law provide that employees must be paid overtime, double time, meal and rest break premiums, sick pay, and other types of pay, at the "regular rate of pay," or a multiplier of the regular rate of pay. Defendant pays or paid Plaintiff and the Aggrieved Employees incentive wages based on their performance, attendance, and/or job duties, including but not limited to bonuses, shift differentials/premiums, and other non-discretionary compensation. The non-discretionary compensation was paid to employees when they met the various performance, attendance, or other work goals set by Defendant. When calculating the regular rate of pay in order to pay Plaintiff and the Aggrieved Employees overtime, double time, meal and rest break premiums, sick pay, and other types of pay required to be paid at the regular rate, Defendant failed to include all non-discretionary compensation as part of the employees' "regular rate of pay." Management and supervisors described the incentive programs to potential and new employees as part of the compensation package. As a matter of law, the incentive compensation received by Plaintiff and the Aggrieved Employees must be included in the "regular rate of pay." The failure to do so has resulted in an underpayment of overtime, double time, meal and rest break premiums, sick pay, and other types of premiums to Plaintiff and the Aggrieved Employees.

As a result of their rigorous work demands and scheduling issues, Plaintiff and the Aggrieved Employees were or are from time to time unable to take a timely thirty (30) minute off

duty meal breaks, are/were not fully relieved of duty for their meal breaks, are/were interrupted during their meal breaks, and are/were required to remain on Defendant's premises during their meal breaks. Plaintiff and the Aggrieved Employees are/were required from time to time to perform work as ordered by Defendant for more than five (5) hours during some shifts without receiving a meal break. Further, Defendant from time to time failed to provide Plaintiff and the Aggrieved Employees with a second off-duty meal period for some workdays in which these employees were required by Defendant to work ten (10) hours of work. Defendant impeded and discouraged Plaintiff and the Aggrieved Employees from taking meal breaks. Defendant required Plaintiff and the Aggrieved Employees to remain in employer-designated areas during meal and rest breaks. Defendant required Plaintiff and the Aggrieved Employees to remain "on-call" during meal and/or rest breaks. Plaintiff and the Aggrieved Employees are/were required to set up lunches and meetings and engage in other duties that required them to take their own meal periods late or otherwise prevented them from taking meal breaks that comply with California law. Defendant also engaged in the practice of rounding the meal period times to avoid paying penalties to Plaintiff and the Aggrieved Employees. When Plaintiff and the Aggrieved Employees complained to Defendant, Defendant instructed them to skip their meal breaks, work through meal breaks and/or take late meal breaks.

When Plaintiff's and the Aggrieved Employees' meal breaks were not compliant with California law, Defendant failed to pay meal break premiums as required by law. Defendant did not have policies and/or practices in place to alert them of their right to meal break premiums. Plaintiff and the Aggrieved Employees therefore forfeited meal breaks without additional compensation and in accordance with Defendant's corporate policy and practice. And when Defendant did pay meal break premiums, they failed to pay them at the regular rate.

Defendant also denied Plaintiff and the Aggrieved Employees compliant rest breaks. For example, employees were required from time to time to work in excess of four (4) hours without being provided compliant ten (10) minutes rest periods. Further, employees were denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to (4) hours from time to time, a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours from time to time, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to time. As a result of their rigorous work demands and scheduling issues, Plaintiff and the Aggrieved Employees are/were forced to skip rest breaks, are/were impeded and discouraged by Defendant from taking rest breaks, are/were not fully relieved of their duties during their rest breaks, and are/were required to remain on Defendant's premises during their rest breaks. Defendant's policy restricted Plaintiff and the Aggrieved Employees from unconstrained walks and is unlawful based on Defendant's rule which states Plaintiff and the Aggrieved Employees cannot leave the work premises during their rest period. When Plaintiff and the Aggrieved Employees' rest breaks were not compliant with California law, Defendant failed to pay rest break premiums as required by law. Defendant did not have policies and/or practices in place to ensure that Plaintiff and the Aggrieved Employees were aware of their right to receive rest break premiums when their rest breaks were not compliant with California law.

During the relevant time period, Defendant failed to accurately record and pay Plaintiff and the Aggrieved Employees for the actual amount of time these employees worked. Defendant required employees to work off the clock without paying them for all the time they were under Defendant's control. Defendant's timekeeping system failed to precisely records the hours that Plaintiff and the Aggrieved Employees worked. As such, Defendant knew or should have known that Plaintiff and the Aggrieved Employees were undercompensated for all time worked. As a result, Plaintiff and the Aggrieved Employees forfeited time worked by working without their time being accurately recorded and without compensation at the applicable minimum wage, overtime wage rates, and double time wage rates. To the extent that the time worked off the clock does not qualify for double time or overtime premium payments, Defendant fails/failed to

pay minimum wages for the time worked off-the-clock in violation of Cal. Lab. Code §§ 1194, 1197, and 1197.1.

Cal. Lab. Code § 226 provides that every employer shall furnish each of his or her employees with an accurate itemized wage statement in writing showing, among other things, gross wages earned and all applicable hourly rates in effect during the pay period and the corresponding amount of time worked at each hourly rate. Defendant failed to provide Plaintiff and the Aggrieved Employees with complete and accurate wage statements, because the statements failed to show, among other things, the correct gross and net wages earned, the correct hours worked, the correct applicable hourly rates, the applicable pay period in which the wages were earned, meal and rest break premium pay, and the correct employing entity's name and address. For example, when the hours shown on the wage statements were added up, they did not equal the actual total hours worked during the pay period in violation of Cal. Lab. Code 226(a)(2). Accordingly, Defendant failed to issue to Plaintiff and Aggrieved Employees an itemized wage statement that lists all the requirements under California Labor Code 226 *et seq.*

Cal. Lab. Code § 204(d) provides, the requirements of this section shall be satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period. Defendant from time to time failed to pay Plaintiff and the Aggrieved Employees within seven (7) days of the close of the payroll period in accordance with Cal Lab. Code § 204(d) including but not limited to for the “Hourly” regular wage payments.

Defendant underpaid sick pay wages to Plaintiff and the Aggrieved Employees by failing to pay such wages at the regular rate of pay in violation of Cal. Lab. Code Section 246. Specifically, Plaintiff and the Aggrieved Employees routinely earn non-discretionary incentive wages which increased their regular rate of pay. However, when sick pay was paid, it was paid at the base hourly rate of pay for Plaintiff and the Aggrieved Employees as opposed to the correct, higher rate of pay as required under Cal. Labor Code section 246 *et seq.* Rather than including the non-discretionary compensation paid to Plaintiff and the Aggrieved Employees in the regular rate of pay and then paying sick pay at the regular rate of pay, Defendant underpaid sick pay to Plaintiff and the Aggrieved Employees by paying sick pay at employees' base rates of pay.

As a pattern and practice, Defendant regularly failed to pay Plaintiff and Aggrieved Employees their correct wages and accordingly owe waiting time penalties pursuant to Cal. Lab. Code Section 203. Further, Plaintiff is informed and believes and based thereon alleges that such failure to pay sick pay at regular rate was willful, such that Plaintiff and Aggrieved Employees whose employment has separated are entitled to waiting time penalties pursuant to Cal. Lab. Code Sections 201-203. Defendant also violated Cal. Lab. Code Section 221 by failing to pay all compensation due to Plaintiff and Aggrieved Employees, making unlawful deductions from compensation payable to Plaintiff and Aggrieved Employees, failing to disclose all aspects of the deductions from compensation payable to Plaintiff and Aggrieved Employees, and thereby failing to pay these employees all wages due at each applicable pay period and upon termination.

Pursuant to Cal. Lab. Code Section 221, it is unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee. Defendant failed to pay all compensation due to Plaintiff and the Aggrieved Employees, made unlawful deductions from compensation payable to Plaintiff and the Aggrieved Employees, failed to disclose all aspects of the deductions from compensation payable to Plaintiff and the Aggrieved Employees, and thereby failed to pay these employees all wages due at each applicable pay period and upon termination. Defendant intentionally and

knowingly failed to reimburse and indemnify Plaintiff and the Aggrieved Employees for required business expenses incurred by the Plaintiff and the Aggrieved Employees in direct consequence of discharging their duties on behalf of Defendant. Specifically, Plaintiff and the Aggrieved Employees were required by Defendant to use their personal cellular phones but were not reimbursed or indemnified for the cost associated with the use for Defendant's benefit. Plaintiff and the Aggrieved Employees were also required to incur work-from-home related expenses, including but not limited to desks, chairs, monitors, home internet, and other expenses, but were not reimbursed by Defendant. Plaintiff and the Aggrieved Employees were not reimbursed for lunches, snacks, tools, supplies, equipment, Personal Protective Equipment (PPE), uniforms, and safety boots that they were required to purchase in order to perform their job duties. Defendant also failed to reimburse Plaintiff and the Aggrieved Employees for their work-related use of their personal vehicles. Accordingly, Defendant violated Cal. Lab. Code Section 2802.

Said conduct, in addition to the foregoing and the legal and factual allegations outlined in the Original PAGA Notice, violates Labor Code §§ 201, 202, 203, 204 et seq., 210, 218, 221, 226(a), 226(e), 226.3, 226.7, 227.3, 233, 246 et seq, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3. This information provides notice to the Labor and Workforce Development Agency of the additional facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to continue to proceed with the operative complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged herein, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions or concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Piya Mukherjee

Piya Mukherjee, Esq