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Attorneys for Plaintiff

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

JENNY BARRETT, as an individual and on
behalf of all others similarly situated, and as a
private attorney general,

Plaintiff,

vs.

ORION CONSTRUCTION CORP., a California
corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. 37-2024-00024473-CU-OE-CTL

[Hon. Michael D. Washington, Department C-73]

**DECLARATION OF SIMON L. YANG IN
SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: September 11, 2026
Time: 9:00 a.m.
Department: C-73

Complaint Filed: May 24, 2024
FAC Filed: September 25, 2024
SAC Filed: January 29, 2025

1 I, Simon L. Yang, declare as follows:

2 1. I am an attorney admitted to practice in the State of California and, with the law firm
3 Diversity Law Group, P.C., am counsel of record for Plaintiff. I make this declaration on the basis of my
4 own personal knowledge, except as to those matters stated on information and belief and, as to those
5 matters, I believe them to be true. If called as a witness, I could testify competently as to the facts stated
6 in this declaration.

7 2. On May 24, 2024, Plaintiff initiated this class action that seeks to remedy Defendant's
8 alleged failure to furnish lawful wage statements. On September 25, 2024, Plaintiff filed a first amended
9 complaint to also pursue Labor Code Private Attorneys General Act of 2004 ("PAGA") claims for the
10 alleged wage statement violations. On January 29, 2025, Plaintiff filed the operative second amended
11 complaint. In the operative complaint, Plaintiff alleges that Defendant issues wage statements that fail to
12 accurately itemize (i) all applicable hourly rates in effect during the pay period or (ii) the inclusive dates
13 of the period for which the employee is paid. Plaintiff alleges that Defendant instead issues wage
14 statements that show (i) the number of hours worked at various hourly rates, without showing the actual
15 rates, and (ii) the pay period end date, without showing the pay period begin date.

16 3. Throughout the course of the litigation, Plaintiff and Defendant met and conferred about
17 the alleged claims. The Parties also exchanged formal written discovery. Class Counsel continued
18 investigating the alleged claims and also analyzed any defenses raised by Defendant. The Parties
19 supplemented formal discovery by continuing to exchange information and documentation pursuant to
20 informal methods to assist them in exploring the possibility of a mediated resolution. Defendant's
21 willingness to supplement formal discovery with informal discovery enabled Plaintiff to evaluate the full
22 scope of Defendant's potential liability. For example, Defendant provided the relevant numbers of
23 individuals and wage statements, among other things—enabling Plaintiff to assess the full value of Class
24 Members' claims and further enabling negotiations to take place between the Parties. Ultimately, the
25 Parties agreed to schedule a mediation.

26 4. On January 13, 2026, the Parties attended a mediation with the Hon. Peter H. Kirwan
27 (Ret.), an experienced mediator knowledgeable of both the wage and hour laws and class and
28 representative action claims at issue in the Action. With the mediator's assistance and based on a

mediator's proposal, the Parties were able to negotiate the settlement terms in the Joint Stipulation of Class Action Settlement (the "Agreement"), a true and correct copy of which is attached as **Exhibit 1**.

5. The Agreement requires Defendant to pay \$290,000.00. As discussed below, this amounts to approximately 39.88% of Defendant's potential liability and is an excellent result for Class Members. Plaintiff contended that class claims under Section 226(e) result in a \$50 penalty for the first non-compliant wage statement to each Class Member and a \$100 penalty for each additional non-compliant wage statement to the Class Member, up to a maximum of \$4,000 per class member.¹ Plaintiff also contended that PAGA penalties under Section 2699(f) also result in up to \$100 per non-compliant wage statement.

6. Defendant contested the merits and denied it was liable at all. Moreover, even if Plaintiff prevailed on the merits, Defendant contested the extent of liability. For example, Defendant contended that liability under Section 226(e) would be subject to additional defenses requiring proof of injuries resulting from knowing and intentional violations. Likewise, Defendant contended that PAGA penalties in any event would be subject to discretionary reductions.

7. While the Parties disagree on the application of the law to the facts, each Party recognized in negotiations that, if taken to trial, the other Party would at least have reasonable arguments, such that the Gross Settlement Amount to which the Parties ultimately agreed was reasonable. Ultimately, Plaintiff argued that the potential total recovery amounted to \$727,150.00—which included \$642,650.00 in penalties under Section 226(e) and \$84,500.00 in penalties under Section 2699(f).² Plaintiff contends that the Gross Settlement Amount of \$290,000.00—approximately 39.88% of the potential total recovery of \$727,150.00—is an excellent result. Based on the terms of the Agreement, it is expected that, on average, each Class Member would be allocated \$922.34 (*after* all requested payments from the Gross Settlement Amount).³

¹ Except as otherwise noted, all "Section" references are to the Labor Code.

² \$50.00 for each of 147 initial wage statement per Class Member and \$100 for each of 6,353 subsequent wage statements = \$642,650.00. \$100.00 for each of 845 wage statements without actual overtime rates shown = \$84,500.00.

³ The amount paid on average to each Class Member may increase, depending on how many Class Members opt out of the class action settlement. The amount actually paid to any Class Member may

1 8. Although I am confident that litigation of the claims would result in a classwide judgment
2 against Defendant, I recognize the inherent risks in litigation, including the specific risks that class
3 certification could be denied, liability could not be established at trial, or the applicable law could
4 change. I recognize that the settlement resulting from extensive arm's length negotiations between the
5 Parties is fair, reasonable, and adequate for each participating Class Member, given the inherent risks of
6 litigation, as well as the potential for appeals and the costs of pursuing litigation.

7 9. I am one of the primary attorneys on this matter. My qualifications are as follows: After
8 completing my undergraduate education at The Wharton School at the University of Pennsylvania in
9 2004 with concentrations in Management and Human Resources, I continued studying labor and
10 employment issues by enrolling in post-graduate education at the School of Labor and Employment
11 Relations at the University of Illinois. I determined before enrolling in law school that I wanted to
12 practice labor and employment law in California. I thus received my J.D. from UCLA School of Law in
13 2008. During law school, I spent the summer of 2006 with the National Labor Relations Board, Region
14 21, and the summer of 2007 with the law firm of Seyfarth Shaw LLP in 2007.

15 10. Upon graduating from law school in 2008, I practiced labor and employment law at
16 Seyfarth Shaw LLP, a well-regarded labor and employment firm. I was elevated to partner in 2019. My
17 practice focused on wage and hour class, collective, and representative actions, with a particular
18 emphasis on matters involving the Labor Code Private Attorneys General Act of 2004 ("PAGA").
19 During my time with Seyfarth Shaw LLP, I was a primary attorney on numerous wage and hour class,
20 collective, and representative actions that resulted in published opinions, including for example, *Ehret v.*
21 *WinCo Foods, LLC*, 26 Cal. App. 6th 1 (2018) (affirming summary judgment in PAGA action based on
22 absence of meal period violations in light of collectively bargained waiver of meal periods on shifts of
23 not more than six hours), and *Ruelas v. Costco Wholesale Corporation*, 67 F. Supp. 3d 1137 (C.D. Cal.
24 Sept. 8, 2014) (obtaining dismissal of wage statement allegations in PAGA representative action). I was
25 also able to obtain experience litigating representative claims or wage and hour matters through trial and
26 appeal. *E.g., Velazquez v. Costco Wholesale Corporation*, 603 Fed. App'x 584 (9th Cir. Mar. 25, 2015)

27 _____
28 increase or decrease depending on his or her number of relevant wage statements during the Class
Period.

1 (reversing award of waiting-time penalties based on lack of evidence supporting any willful failure to
2 pay wages); *Ward v. Costco Wholesale Corporation*, 552 Fed. App'x 631 (9th Cir. Jan. 9, 2014)
3 (affirming bench-trial judgment in favor of defendant against named plaintiff and 18 opt-in plaintiffs in
4 collective action with involving deductions from final paychecks). I also litigated class certification on
5 numerous matters. *E.g.*, *Martinez v. Guess?, Inc.*, Los Angeles Superior Court Case No. BC 498326
6 (denial of class certification on behalf of retail employees alleging off-the-clock work).

7 11. Based on my experience in wage and hour class, collective, and representative actions, I
8 have been interviewed and quoted in articles published in the Northern California Record about
9 legislative efforts to reform PAGA. I also have published articles on myriad topics relevant to wage and
10 hour class and representative action litigation, including for example articles on California kin care
11 requirements in *Employee Relations Law Journal* (Vol. 36, No. 2), the extraterritorial application of
12 California employment laws in *The Recorder* (134RD Year No. 28), and California meal and rest break
13 laws in *California Transportation News*, a publication of the California Construction Trucking
14 Association.

15 12. In 2020 I left Seyfarth Shaw LLP and joined my current firm, Diversity Law Group, P.C.,
16 which also focuses primarily on employment law. I have handled a number of wage and hour class and
17 representative actions and continue litigating such matters in numerous Superior Courts and District
18 Courts. From matters with both Seyfarth Shaw LLP and Diversity Law Group, P.C., I have successfully
19 mediated the resolution of dozens of wage and hour class, collective, and representative actions. I have
20 obtained class certification and been appointed class counsel. No court has ever found me to be
21 inadequate class counsel.

22 13. My co-counsel and I will adequately represent the Class Members in this action. We have
23 and will zealously represent Plaintiff and the Class and pursue this lawsuit to its conclusion.

24 14. Along with the filing of the motion for preliminary approval of the settlement in this
25 matter, my regular practice would be to direct my office staff to similarly upload a copy of the motion
26 papers to the Labor and Workforce Development Agency ("LWDA") in compliance with Section
27 2699(s)(2) and (4). Similarly, upon approval of a settlement in this matter, my regular practice would be
28

1 to direct my office staff to similarly upload a copy of the Court's judgment, papers, or other orders
2 awarding civil penalties under PAGA.

3 I declare under penalty of perjury under the laws of the State of California that the foregoing is
4 true and correct. Executed this 30th day of March 2026, at Pasadena, California.

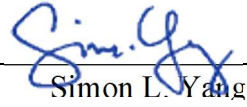
5
6 
Simon L. Yang

EXHIBIT 1

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

JENNY BARRETT, as an individual and on
behalf of all others similarly situated, and as a
private attorney general,

Plaintiff,

vs.

ORION CONSTRUCTION CORP., a California
corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. 37-2024-00024473-CU-OE-CTL

[Hon. Joel R. Wohlfeil, Department C-73]

**JOINT STIPULATION OF CLASS ACTION
AND PAGA SETTLEMENT**

Complaint Filed:	May 24, 2024
FAC Filed:	September 25, 2024
SAC Filed:	January 29, 2025
Trial Date:	None Set

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This Joint Stipulation of Class Action and PAGA Settlement is entered into by and between Plaintiff, Jenny Barrett, on the one hand, and Defendant, Orion Construction Corp., on the other hand.

1. Definitions

As used in this Agreement, the following terms shall have the following meanings:

1.1. Action. "Action" means the civil lawsuit originally entitled *Jenny Barrett v. Orion Construction Corp.* filed on or about May 24, 2024, in the Superior Court of the State of California for the County of San Diego designated as Case No. 37-2024-00024473-CU-OE-CTL.

1.2. Administrator. "Administrator" means the third-party settlement administrator approved by the Court to administer the settlement.

1.3. Agreement. "Agreement" means this Joint Stipulation of Class Action and PAGA Settlement.

1.4. Class Counsel. "Class Counsel" means Larry W. Lee and Simon L. Yang of Diversity Law Group, P.C. and William L. Marder of Polaris Law Group.

1.5. Class Member. "Class Member" and "PAGA Employee" means all current and former non-exempt employees of Defendant in the State of California who have been paid wages at any time from May 24, 2023, through October 1, 2024. At the time of the January 13, 2026 mediation, Defendant represented that there are approximately 147 Class Members who received approximately 6,500 relevant wage statements.

1.6. Class Notice. "Class Notice" means the Court-approved Notice of Class Action Settlement to be mailed to Class Members in English, which is attached as Exhibit A.

1.7. Class Period. "Class Period" and "PAGA Period" means the period from May 24, 2023, through January 13, 2026.

1.8. Complaint. "Complaint" means the operative Second Amended Class and PAGA Representative Action Complaint filed by Plaintiff in the Action.

1.9. Court. "Court" means the Superior Court of California for the County of San Diego.

1.10. Defendant. "Defendant" means Orion Construction Corp.

1.11. Defendant's Counsel. "Defendant's Counsel" means Chad T. Wishchuk and Brody A. Zaugg of Finch, Thornton & Baird, LLP.

1.12. Effective Date. "Effective Date" means: (a) if no objections to the settlement are filed, the date the Final Approval Order is signed by the Court; (b) if objections to the settlement are filed, the day following the expiration of the time for the filing of an appeal of the Final Approval Order; or (c) if any appeals of the Final Approval Order are filed, the day following the expiration of time to further appeal an order affirming the Final Approval Order.

1.13. Final Approval Order. "Final Approval Order" means the Court's order granting final approval of a settlement pursuant to this Agreement.

1.14. Gross Settlement Amount. "Gross Settlement Amount" means \$290,000.00, which is the maximum potential settlement amount—inclusive of any Administration Costs, Attorneys' Fees and Costs Award, General Release Payment, PAGA Penalty Fund, and Individual Settlement Payments—that Defendant may be required to pay in connection with a Final Approval Order.

1.14.1. Administration Costs. "Administration Costs" means a Court approved payment from the Gross Settlement Amount to the Administrator for administering the settlement, which includes but is not limited to printing, distributing, or tracking Class Notices, processing any required tax payments or reporting, providing any required tax forms, distributing payments pursuant to a Final Approval Order, and providing necessary reports or declarations, as requested by the Court or Class Counsel and Defendant's Counsel.

1.14.2. Attorneys' Fees and Costs Award. "Attorneys' Fees and Costs Award" means a Court approved payment from the Gross Settlement Amount for Class Counsel's attorneys' fees and costs associated with the litigation and resolution of the Action (excluding third-party Administration Costs separately addressed above).

1.14.3. General Release Payment. "General Release Payment" means a Court approved payment from the Gross Settlement Amount to Plaintiff in recognition of her efforts and work in prosecuting the Action on behalf of Class Members and in consideration of Plaintiff's additional general release of claims inapplicable to Settlement Class Members.

1.15. Individual Settlement Payment. “Individual Settlement Payment” means a payment to a Class Member and/or PAGA Employee from the Net Settlement Amount and PAGA Penalty Fund.

1.15.1. Individual Class Payment. “Individual Class Payment” means a Settlement Class Member’s payment from the Net Settlement Amount for settlement of class action claims.

1.15.2. Individual PAGA Payment. “Individual PAGA Payment” means a PAGA Employee’s payment from the PAGA Penalty Fund for settlement of PAGA claims.

1.16. Net Settlement Amount. “Net Settlement Amount” means the remainder of the Gross Settlement Amount after Court approved deductions for the PAGA Penalty Fund (which is inclusive of the LWDA Payment), Attorneys’ Fees and Costs Award, General Release Payment, and Administration Costs.

1.17. PAGA Penalty Fund & LWDA Payment. “PAGA Penalty Fund” means the portion of the settlement allocated to PAGA penalties. “LWDA Payment” means a payment of 75% of the PAGA Penalty Fund to the Labor & Workforce Development Agency (“LWDA”).

1.18. Parties. “Parties” means Plaintiff and Defendant.

1.19. Plaintiff. “Plaintiff” means Jenny Barrett.

1.20. Preliminary Approval Order. “Preliminary Approval Order” means the Court’s order granting preliminary approval of the Settlement pursuant to this Agreement.

1.21. Released Party. “Released Party” means Defendant and its present and former parent companies, subsidiaries, divisions, related, or affiliated companies, and their officers, directors, employees, agents, attorneys, insurers, sureties, bonding companies, successors and assigns.

1.22. Settlement Class Members. “Settlement Class Members” means Class Members who do not exclude themselves from the class action settlement by complying with the procedures set forth in the Class Notice to opt out of the class action settlement.

2. Recitals

2.1. Initiation of Action. On or about May 24, 2024, Plaintiff filed the original complaint pursuing class action claims on behalf of a putative class of current and former non-exempt employees of Defendant in the State of California. As relevant here, Plaintiff alleged Defendant failed to furnish

employees with lawful wage statements.¹ On September 25, 2024, Plaintiff filed a first amended complaint to also pursue Labor Code Private Attorneys General Act of 2004 (“PAGA”) claims for the alleged wage statement violations.

2.2. Plaintiff’s Allegations. The operative complaint is the second amended complaint, which was filed on January 29, 2025. Plaintiff alleges Defendant fails to provide complete and accurate itemized wage statements. Specifically, Plaintiff alleges that Defendant issues wage statements that fail to accurately itemize (i) all applicable hourly rates in effect during the pay period or (ii) the inclusive dates of the period for which the employee is paid. Plaintiff alleges that Defendant instead issues wage statements that show (i) the corresponding number of hours worked at various hourly rates, without showing the actual rates, and (ii) the pay period end date, without showing the pay period begin date.

2.3. Class Counsel’s Investigation. On numerous dates, Plaintiff and Defendant met and conferred about the alleged claims. On July 25, 2025, Plaintiff served initial written discovery on Defendant. On August 26, 2025, Defendant served responses to Plaintiff’s discovery. The Parties continued engaging in informal discovery, and Defendant provided Plaintiff with additional information about various wage statement formats at issue. Class Counsel continued investigating the alleged claims and also analyzed any defenses raised by Defendant.

2.4. Mediation and Settlement. On January 13, 2026, the Parties attended a mediation with the Hon. Peter H. Kirwan (Ret.), an experienced mediator knowledgeable of both the wage and hour laws and class and representative action claims at issue in the Action. With the mediator’s assistance and based upon a mediator’s proposal, the Parties agreed to settlement terms and signed a memorandum of understanding evidencing the settlement. The settlement was achieved after extensive arm’s length negotiations in light of all known facts and circumstances—including the uncertainty associated with litigation, the risks of significant delay, and numerous potential appellate issues.

2.5. No Admission of Liability. Defendant denied and continues to deny all of the allegations made by Plaintiff in the Action. Although Defendant denied and continues to deny all of the allegations made by Plaintiff in the Action, Defendant—without admitting or conceding any liability or

¹ The initial complaint also alleged claims for failures to pay all vacation wages and derivative claims for unfair competition. These claims were voluntarily dismissed.

wrongdoing whatsoever—has agreed to settle the Action on the terms and conditions set forth in this Agreement for the sole purpose of avoiding the burden, expense, and uncertainty of continuing the Action.

2.6. Class Counsel's Evaluation. Based on Class Counsel's ongoing investigation and evaluation, Class Counsel is of the opinion that the terms set forth in this Agreement are fair, reasonable, adequate, and in the best interests of Class Members.

2.7. Certification of Settlement Class. This Agreement is contingent upon the approval and certification by the Court of a class for purposes of settlement. The Parties agree to cooperate and take all steps necessary and appropriate to effectuate all aspects of this Agreement and to obtain a Preliminary Approval Order and then Final Approval Order.

3. Notice to Class Members

3.1. Administrator. Plaintiff and Class Counsel shall request that the Court appoint Phoenix Settlement Administrators as the Administrator for purposes of sending notice of the settlement to Class Members. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship that may arise out of prior experiences administering settlements. The Parties agree that Administration Costs should not exceed \$6,000.00.

3.2. Class Data for Administrator. Within ten calendar days of the Preliminary Approval Order, Defendant shall provide to the Administrator each Class Member's last known mailing address, along with data sufficient for the Administrator to perform all necessary responsibilities pursuant to this Agreement.

3.3. Class Notice of Settlement. The Administrator shall send Class Notice to Class Members to provide notice of settlement within seven calendar days of receiving the Class Data from Defendant, pursuant to the procedures below. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database. This shall be the sole means of notice to Class Members.

3.4. Mailing of Notice. The Administrator shall send Class Notice to each Class Member via First Class U.S. Mail, using the last known mailing address for each Class Member, based on class data

1 provided by Defendant. Any Class Notice returned to the Administrator as undeliverable shall be sent
2 promptly via First Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address
3 is provided, the Administrator shall promptly attempt to determine the correct address using a single
4 skip-trace search and shall then promptly send a single re-mailing. The Administrator has no obligation
5 to make further attempts to locate or send Class Notice to Class Members whose Class Notice is
6 returned by the United States Postal Service a second time.

7 **3.5. Proof of Mailing.** The Administrator shall provide Class Counsel and Defendant's
8 Counsel a declaration of due diligence and proof of mailing with regard to mailing of Class Notice.

9 **4. Class Members' Response Options**

10 **4.1. Consideration Period.** Class Members shall be provided 45 calendar days after the
11 postmark date of the initial mailing of Class Notice to exercise any rights to opt out of the class action
12 settlement. Except as provided herein, Class Member responses that are postmarked more than 45
13 calendar days after the initial mailing of Class Notice shall not be considered. The Parties shall do
14 nothing to encourage or solicit Class Members to opt out of or object to the class action settlement.

15 **4.2. Objection Right and Effect.** Settlement Class Members shall be given the opportunity
16 to object to the terms of the class action settlement. Settlement Class Members may object to the class
17 action settlement by mailing to the Administrator an objection within 45 calendar days after the
18 postmark date of the initial mailing of Class Notice, which describes the objection and states any
19 intention to appear at the final approval hearing. Alternatively, Settlement Class Members may appear
20 at the final approval hearing to object to the class action settlement. Absent good cause as determined
21 by the Court, any Settlement Class Member who does not comply with the objection procedures in the
22 Class Notice shall be deemed to have waived any objections and shall be foreclosed from making any
23 objection, whether by appeal or otherwise, to the class action settlement. Settlement Class Members
24 who object to the class action settlement pursuant to the terms of the Class Notice shall remain subject
25 to being bound by the release provisions in this Agreement pursuant to a Final Approval Order and
26 shall remain eligible to receive an Individual Class Payment.

27 **4.3. Opt-Out Right and Effect.** Class Members shall be given the opportunity to opt out of
28 the class action settlement. Class Members may opt out of the class action settlement by mailing to the

1 Administrator a Request for Exclusion within 45 calendar days after the postmark date of the initial
2 mailing of Class Notice. Any Request for Exclusion that does not comply with the procedures in the
3 Class Notice shall be deemed void and ineffective. Class Members who opt out of the class action
4 settlement pursuant to the terms of the Class Notice shall not receive any Individual Class Payments,
5 shall not be bound by the class action release provisions in this Agreement pursuant to a Final Approval
6 Order, and shall not be permitted to object to the settlement or appeal. If a Class Member submits both
7 a Request for Exclusion and an objection, the Administrator shall attempt to determine whether the
8 Class Member would like to withdraw either the Request for Exclusion or the objection. If the Class
9 Member does not withdraw a Request for Exclusion, or if the Administrator cannot contact the Class
10 Member who submits both a Request for Exclusion and an objection, the Request for Exclusion shall
11 be deemed valid and shall be deemed to invalidate the objection.

12 **4.4. Objection Response.** The Administrator must provide a copy of any objection received
13 to Class Counsel and Defendant's Counsel upon receipt. Either of the Parties may file a response to any
14 written objection no later than five court days before the final approval hearing.

15 **4.5. Defendant's Right to Terminate.** If more than five percent of Class Members opt out
16 of the class action settlement, then Defendant shall have the right to terminate the Agreement by
17 notifying Plaintiff's Counsel in writing within seven days of notification that more than five percent of
18 Class Members have opted out of the class. If Defendant exercises the right to terminate the
19 Agreement, Defendant shall be responsible for any Administration Costs incurred to date.

20 **4.6. Proof of Class Members' Responses.** As soon as practicable after the end of the
21 consideration period, the Administrator shall provide a declaration attesting to (by number of relevant
22 individuals), its mailing of Class Notice, its inability to deliver Class Notice due to invalid addresses,
23 and its receipt of valid Requests for Exclusion or objections. The Administrator shall prepare any
24 supplemental declarations regarding the administration of the settlement, as necessary or as jointly
25 requested by the Parties or the Court.

26 **5. Settlement Proceeds**

27 **5.1. Gross Settlement Amount.** Defendant agrees to pay a non-reversionary Gross
28 Settlement Amount of \$290,000.00. The Gross Settlement Amount was negotiated based on

1 Defendant's representation that there are approximately 6,500 relevant wage statements from May 24,
2 2023, through October 1, 2024. If the number of relevant wage statements from May 24, 2023, through
3 October 1, 2024, exceeds 6,500 by more than 10.0 percent (i.e., 7,150 or more), the Gross Settlement
4 Amount shall increase on a pro rata basis equal to the percentage increase exceeding 10.0 percent (e.g.,
5 if the actual number were 11.0 percent greater than 6,500, then the Gross Settlement Amount would be
6 increased by one percent). Under no other circumstance will Defendant's payment exceed the Gross
7 Settlement Amount.

8 **5.1.1. Attorneys' Fees and Costs.** Class Counsel intends to request—and Defendant
9 agree not to oppose—that the Court approve an Attorneys' Fees and Costs Award in the amount of (a)
10 33⅓% of the Gross Settlement Amount (or \$96,666.67) and (b) litigation costs of up to \$20,000.00.
11 Except as stated in this Agreement, the Parties are to be responsible for their own attorneys' fees and
12 costs.

13 **5.1.2. General Release Payment.** Class Counsel intends to request—and Defendant
14 agrees not to oppose—that the Court approve a General Release Payment of \$10,000.00. Any General
15 Release Payment would be supplemental to Plaintiff's Individual Settlement Payment.

16 **5.1.3. Administration Costs.** Class Counsel intends to request—and Defendant agrees
17 not to oppose—that the Court approve Administration Costs of up to \$6,000.00. The Parties agree to
18 cooperate in the settlement administration process and to make all reasonable efforts to control and
19 minimize Administration Costs.

20 **5.1.4. PAGA Penalty Fund and LWDA Payment.** The Parties intend to request that
21 the Court approve a PAGA Penalty Fund of \$29,000.00. The PAGA Penalty Fund shall be distributed
22 pursuant to statute with 75 percent of the PAGA Penalty Fund payable as an LWDA Payment. The
23 remaining 25 percent of the PAGA Penalty Fund is to be distributed to PAGA Employees on a pro rata
24 basis, based on the number of relevant wage statements they received from May 24, 2023, through
25 October 1, 2024, as reflected in Defendant's records.

26 **5.1.5. Differences in Requested and Approved Payments.** If the Court does not
27 approve the requested amounts for the Attorneys' Fees and Costs Award, General Release Payment, or
28 Administration Costs, or PAGA Penalty Fund, any differences in the requested and approved amount

1 shall be allocated by agreement of the Parties either to the Net Settlement Amount or from the Gross
2 Settlement Amount. Under no other circumstance will Defendant's payment exceed the Gross
3 Settlement Amount.

4 **5.2. Net Settlement Amount and Individual Settlement Payments.** After deducting the
5 approved Attorneys' Fees and Costs Award, General Release Payment, Administration Costs, and
6 PAGA Penalty Fund (which is inclusive of the LWDA Payment) from the Gross Settlement Amount,
7 Individual Settlement Payments shall be distributed to Settlement Class Members, without the need to
8 submit a claim form, on a pro rata basis, based on the number of relevant wage statements they
9 received from May 24, 2023, through October 1, 2024, as reflected in Defendant's records.

10 **5.3. Funding and Distribution.** Within 30 calendar days after the Effective Date, Defendant
11 shall deposit the Gross Settlement Amount with the Administrator. Within seven calendar days after
12 Defendant deposits the Gross Settlement Amount with the Administrator, the Administrator shall
13 distribute all amounts to be paid pursuant to the Final Approval Order. Upon completion of
14 administration of the settlement, the Administrator shall provide written certification of such
15 completion to Class Counsel and Defendant's Counsel, and the Court as necessary

16 **5.4. Undeliverable or Uncashed Checks.** All uncashed or undeliverable settlement checks
17 will expire 180 days after the postmarked date of their initial mailing. After 180 days, the sum value of
18 all expired checks will be tallied by the Administrator. The Administrator shall direct the principal for
19 any expired checks in accordance with the Final Approval Order. The Parties shall request that the
20 Court order that the principal for any expired check escheat to the State of California's Unclaimed
21 Property Fund in the name of the Class Member.

22 **5.5. No Tax Advice or Liability.** All payments from the Net Settlement Amount shall be
23 classified for tax reporting purposes as penalties. The Administrator shall issue an IRS Form 1099 to
24 Class Members and PAGA Employees for Individual Settlement Payments, to Plaintiff for any General
25 Release Payment, to Class Counsel for any Attorneys' Fees and Costs Award, to the LWDA for any
26 LWDA Payment, and to the Administrator for any Administration Costs, as required by law. The
27 Parties have had an opportunity to consult with independent tax counsel. The Parties are not giving any
28 tax advice in connection with the settlement or any payments to be made pursuant to the Agreement.

1 The Parties do not intend anything contained in this Agreement to constitute legal advice regarding the
2 taxability of any amount paid hereunder, nor shall anything in this Agreement be relied upon as such.
3 By participating in the settlement, each Class Member shall agree to be solely and legally responsible
4 for paying any applicable taxes on their respective Individual Settlement Payments and shall indemnify
5 and hold harmless the Parties from any claim or liability for taxes, penalties, or interest arising as a
6 result of the payments.

7 **6. Releases**

8 **6.1. Releases by Settlement Class Members.** By operation of the entry of the Final
9 Approval Order, and except as to such rights or claims as may be created by this Agreement, all
10 Settlement Class Members, on behalf of themselves and their respective former and present
11 representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully release Defendant
12 and each Released Party from any and all claims, demands, obligations, actions, causes of action,
13 liabilities, debts, promises, agreements, demands, attorneys' fees, losses, and expenses, they may have
14 or have had against Defendant and each Released Party arising during the Class Period that were pled
15 in the operative complaint or that could have reasonably been pled based on the facts alleged in the
16 operative complaint.

17 **6.2. Releases by LWDA.** By operation of the entry of the Final Approval Order, and except
18 as to such rights or claims as may be created by this Agreement, the LWDA, Plaintiff, as a proxy for
19 the State, and the PAGA Employees fully release Defendant and each Released Party from any and all
20 PAGA claims for civil penalties, demands, obligations, actions, causes of action, liabilities, debts,
21 promises, agreements, demands, attorneys' fees, losses, and expenses, they may have or have had
22 against Defendant and each Released Party arising during the PAGA Period that were pled in the
23 operative complaint or that could have reasonably been pled based on the facts alleged in the operative
24 complaint.

25 **6.3. Additional Release by Plaintiff.** In addition to the above releases applicable to Plaintiff
26 as a Settlement Class Member, Plaintiff also generally releases all claims, known or unknown, in favor
27 of each Released Party, including a waiver of Civil Code section 1542. Plaintiff expressly waives and
28

1 relinquishes all provisions, rights, and benefits provided by Civil Code section 1542 that Plaintiff may
2 have against each Released Party, which reads:

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

7 Plaintiff acknowledges that she has read the entirety of the Agreement, including the above language
8 from the Civil Code, and that she fully understands both the Agreement and Civil Code section 1542.
9 By executing this Agreement, Plaintiff expressly waives any benefits and rights granted pursuant to
10 Civil Code section 1542.

11 **7. Court Approval**

12 **7.1. Preliminary Approval.** Plaintiff shall submit a motion seeking a Preliminary Approval
13 Order, which would, among other things: (i) preliminarily approve the proposed settlement according
14 to the terms of this Agreement; (ii) set a date for a final approval hearing; and (iii) provide for Class
15 Notice to be sent to Class Members as specified herein.

16 **7.2. Final Approval.** Not later than 16 court days before the date set by the Court for a final
17 approval hearing, or such other time as the Court requires, Plaintiff shall submit a motion seeking a
18 Final Approval Order, which would, among other things: (i) approve the settlement, (ii) deem the terms
19 to be fair, reasonable, and adequate, (iii) approve the releases, (iv) direct that the settlement's terms and
20 provisions be carried out; (v) enter final judgment; and (vi) retain jurisdiction to oversee administration
21 and enforcement of the terms of this Agreement and the Court's orders.

22 **7.3. Effect of Failure to Obtain Final Approval.** In the event the Court effects a material
23 change or fails to enter a Final Approval Order in accordance with this Agreement, or such Final
24 Approval Order is vacated, then this entire Agreement shall be void and unenforceable, the Action shall
25 proceed as if no settlement has been attempted, and the costs of administration shall be split equally
26 between the Parties, subject to the Parties' agreement to the contrary. In such event, except as otherwise
27 stated in this Agreement, this Agreement and any documents in furtherance of this Agreement shall be
28 inadmissible in any future proceedings in this Action or any other action.

1 **8. Miscellaneous**

2 **8.1. Entire Agreement.** This Agreement constitutes the entire agreement between the
3 Parties with regard to the subject matter contained herein, and all prior and contemporaneous
4 negotiations and understandings between the Parties shall be deemed merged into this Agreement. The
5 signatories represent that they are fully authorized to enter into this Agreement and are fully authorized
6 to bind the Parties to all terms stated herein.

7 **8.1.1. Counterparts and Signatures.** This Agreement may be executed in
8 counterparts, and when all signatories have signed and delivered at least one such counterpart, each
9 counterpart shall be deemed an original, and when taken together with other signed counterparts, shall
10 constitute one signed Agreement, which shall be binding upon and effective as to all Parties. Any party
11 may sign and deliver this Agreement by signing on the designated signature block and transmitting that
12 signature page via e-mail to counsel for the other party. Any signature via DocuSign or other electronic
13 means or transmitted via e-mail shall be deemed an original signature and shall be binding upon the
14 party who transmits the signature page.

15 **8.1.2. Waivers, Modifications, Etc. to Be in Writing.** No waiver, modification, or
16 amendment of the terms of this Agreement, whether purportedly made before or after the Court's
17 approval of this Agreement, shall be valid or binding unless in writing, signed by or on behalf of all
18 Parties and then only to the extent set forth in such written waiver, modification, or amendment, subject
19 to any required Court approval. Any failure by any Party to insist upon the strict performance by the
20 other Party of any of the provisions of this Agreement shall not be deemed a waiver of future
21 performance of the same provisions or of any of the other provisions of this Agreement, and such Party,
22 notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of
23 any and all of the provisions of this Agreement.

24 **8.1.3. Construction.** The determination of the terms and conditions of this Agreement
25 has been by mutual agreement of the Parties. Each party participated jointly in the drafting of this
26 Agreement, and the terms and conditions of this Agreement are not intended to be, and shall not be,
27
28

1 construed against any party by virtue of draftsmanship. The captions of paragraphs of this Agreement
2 have been inserted for convenience of reference only and shall have no effect upon the construction or
3 interpretation of any part of this Agreement.

4 **8.1.4. Invalidity of Any Provision.** Before declaring any provision of this Agreement
5 invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible so as
6 to render all provisions of this Agreement valid and enforceable.

7 **8.2. Further Acts and Cooperation Between the Parties.** The Parties shall cooperate and
8 use their best efforts to obtain the Court's approval of this Agreement and its terms. Each of the Parties,
9 upon the request of another, agrees to perform such further acts and to execute and deliver such other
10 documents as are reasonably necessary to carry out the provisions of this Agreement.

11 **8.3. Continuing Jurisdiction.** The Court shall retain jurisdiction over the implementation of
12 this Agreement as well as any and all matters arising out of, or related to, the implementation of this
13 Agreement and of the settlement contemplated thereby.

14 **8.4. Disputes.** If the Parties have a dispute with regard to the language of this Agreement,
15 they agree to engage Hon. Peter H. Kirwan (Ret.) to mediate any such dispute. The Parties will split the
16 costs of the mediator, and the Parties will bear their own fees and costs.

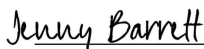
17 **8.5. Governing Law and Enforcement Actions.** All terms of this Agreement shall be
18 governed by and interpreted according to the laws of the State of California.

19 **[SIGNATURES ON FOLLOWING PAGE]**
20
21
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23
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PLAINTIFF

Dated: February 19, 2026

Signed by:


Jenny Barrett

DEFENDANT

Dated: February __, 2026

for ORION CONSTRUCTION CORP.

Approved as to form only:



Dated: February 25, 2026

Simon L. Yang
DIVERSITY LAW GROUP, P.C.
Counsel for Plaintiff

Dated: February __, 2026

Chad T. Wishchuk
FINCH, THORNTON & BAIRD, LLP
Counsel for Defendant

1 **PLAINTIFF**

2 Dated: February __, 2026

3 _____
Jenny Barrett

4
5
6 **DEFENDANT**

7 Dated: February 18, 2026

8 
_____ for ORION CONSTRUCTION CORP.

9
10 Approved as to form only:

11
12 Dated: February __, 2026

13 _____
Simon L. Yang
DIVERSITY LAW GROUP, P.C.
Counsel for Plaintiff

14
15 Dated: February 23, 2026

16 
_____ Chad T. Wishchuk
FINCH, THORNTON & BAIRD, LLP
Counsel for Defendant

EXHIBIT A

This notice is being sent pursuant to a court order. This is not a solicitation from a lawyer.

NOTICE OF CLASS ACTION SETTLEMENT

Jenny Barrett v. Orion Construction Corp.,

Superior Court of the State of California for the County of San Diego Case No. 37-2024-00024473-CU-OE-CTL

If you were a non-exempt employee of Orion Construction Corp. in the State of California who was paid wages at any time from May 24, 2023, through October 1, 2024, you could receive a payment from a class action settlement (the “Settlement”).

Read this notice carefully, as your legal rights could be affected whether you act or not.

The Superior Court of the State of California for the County of San Diego (the “Court”) has preliminarily approved a Settlement that could affect your rights. The proposed Settlement resolves a class action and Labor Code Private Attorneys General Act of 2004 (“PAGA”) lawsuit filed by Plaintiff Jenny Barrett against Defendant Orion Construction Corp. (the “Action”).

- The Action pursues claims against Defendant that are based on an alleged failure to provide complete and accurate itemized wage statements. Specifically, Plaintiff alleges that Defendant issued wage statements that failed to accurately itemize (i) all applicable hourly rates in effect during the pay period or (ii) the inclusive dates of the period for which the employee was paid. Based on this theory, the Action pursues class action claims and non-class action PAGA claims.
- The Court has not decided that Defendant did anything wrong. Defendant strongly denies Plaintiff’s allegations and maintains that it has fully complied with all applicable laws. By agreeing to the Settlement, Defendant in no way admits any violation of law or any liability whatsoever to Plaintiff or others and expressly denies all such liability. Both Plaintiff and Defendant have agreed to the Settlement in light of all known facts and circumstances—including the uncertainty associated with litigation.
- If the Court grants final approval of the Settlement, the Settlement would provide a cash fund for Class Members to split based on the number of relevant wage statements that they each received during the relevant period of May 24, 2023, through October 1, 2024.¹
- Based on Defendant’s records, you received **XXX** relevant wage statements. An *estimate* of the amount that could be allocated to you is **\$XXX**. Whether you receive a payment depends on whether the Court grants final approval of the Settlement, and the amount you ultimately receive depends on the terms the Court finally approves and whether you opt out of the Settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS CLASS ACTION SETTLEMENT:	
DO NOTHING	You do not have to do anything in response to this notice. If you do nothing and the Court grants final approval of the Settlement, you will remain eligible to automatically receive an Individual Class Payment and will be bound by the release provisions of the Settlement.
OPT OUT	You may opt out of the Settlement by submitting a written Request for Exclusion. If you opt out, you may not object to the Settlement, will not be eligible to receive an Individual Class Payment, and will not be bound by the release provisions of the Settlement.
OBJECT	You may object to the Settlement by submitting a written objection. If you object and the Court grants final approval of the Settlement despite your objection, you will remain eligible to automatically receive an Individual Class Payment and will be bound by the release provisions of the Settlement.

**THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION FROM THE COURT
AS TO THE MERITS OF THE CLAIMS.**

¹ Class Members who worked during the relevant period of May 24, 2023, through October 1, 2024, may also be PAGA Employees, who are entitled to an additional payment as a PAGA Employee. If the Court approves the PAGA settlement, you may receive an Individual PAGA Payment, regardless of whether you opt out of the class settlement.

NOTICE OF CLASS ACTION SETTLEMENT

Questions? Please contact the Administrator at (xxx) xxx-xxxx.

1. Why Did I Receive This Notice?

You are receiving this Notice of Class Action Settlement (the “Notice”) because Defendant’s records show that you are a “Class Member” and “PAGA Employee” because you are a current or former non-exempt employee of Orion Construction Corp. in the State of California who was paid wages at some time between May 24, 2023, and October 1, 2024. PAGA Employees may be entitled to share in the funds to be made available for the PAGA settlement.

Because the Settlement preliminarily approved by the Court would affect Class Members’ legal rights, the Court ordered that this Notice be sent to you. This Notice provides a brief description of the Action, informs you of the Settlement terms preliminarily approved by the Court, and advises you of your legal rights with respect to the Settlement. If the Court approves the Settlement and issues a Final Approval Order, the Settlement will fully resolve the Action, and your legal rights may be affected by the Settlement.

The Court has preliminarily approved (i) Larry W. Lee and Simon L. Yang of Diversity Law Group, P.C. and (ii) William L. Marder of Polaris Law Group as Class Counsel.

The terms of the Settlement are set forth in detail in a Joint Stipulation of Class Action and PAGA Settlement (“Agreement”). You may obtain a copy of the Agreement from XXX, a neutral third-party appointed by the Court to administer the Settlement (the “Administrator”).

The final approval hearing is currently scheduled for _____, 2027, at 9:00 a.m. in Department C-73 of the Hall of Justice Courthouse located on the Sixth Floor at 330 West Broadway, San Diego, California 92101.

2. What Is the Action About?

On May 24, 2024, Plaintiff filed the original complaint initiating the Action and alleging class action claims for Defendant’s alleged failure to provide complete and accurate itemized wage statements. On September 25, 2024, Plaintiff filed a first amended complaint which also pursued PAGA claims. The operative complaint is the second amended complaint filed on January 29, 2025.

Defendant (i) denies all of the allegations made by Plaintiff, (ii) denies that it violated any applicable laws, and (iii) denies that it is liable or owes damages, penalties, or other compensation or remedies to anyone with respect to the alleged facts or claims asserted in the Action. Nonetheless, without admitting or conceding any liability or wrongdoing whatsoever, Defendant has agreed to settle the Action, to avoid the burden, expense, and uncertainty of continuing the Action.

3. What Are the Payments Under the Settlement?

Defendant agrees to pay a Gross Settlement Amount of \$290,000.00, which is inclusive of any Administration Costs, Attorneys’ Fees and Costs Award, General Release Payment, PAGA Penalty Fund, and Individual Class Payments awarded by the Court. The Court may approve payment of (i) Administration Costs to the Administrator for administering the Settlement (printing, distributing, or tracking Notices, distributing payments, etc.); (ii) an Attorneys’ Fees and Costs Award to Class Counsel for litigation and resolution of the Action; (iii) a General Release Payment to Plaintiff both for her efforts in prosecuting the Action for Class Members and for Plaintiff’s additional general releases of claims inapplicable to Class Members; and (iv) a PAGA Penalty Fund.

PAGA Penalty Fund: The Settlement requests that the Court approve a PAGA Penalty Fund of \$29,000.00. Pursuant to Labor Code requirements, 75% of the PAGA Penalty Fund, or \$21,750.00, will be allocated to the LWDA as an LWDA Payment. The remainder of the PAGA Penalty Fund, or \$7,250.00, will be allocated and entirely payable to PAGA Employees as described below.

Individual Class Payments and Individual PAGA Payments: Individual Class Payments shall be distributed to Class Members and Individual PAGA Payments shall be distributed to PAGA Employees, respectively, without the need to submit a claim form.

Allocations for amounts payable to Settlement Class Members will be proportionately allocated based on the total number of wage statements received by each Settlement Class Member during the relevant period of May 24, 2023, through October 1, 2024. Allocations for amounts payable to PAGA Employees will be proportionately allocated based on the total number of wage statements for each PAGA Employee during the relevant period of May 24, 2023, through October 1, 2024.

All Individual Class Payments and Individual PAGA Payments shall be allocated to penalties and subject to IRS Form 1099 reporting. Through this Settlement, each Class Member and PAGA Employee shall agree to be solely and legally responsible for paying all applicable taxes on their respective Individual Class Payments and Individual PAGA Payments and shall indemnify and hold harmless the Parties from any claim or liability for taxes, penalties, or interest arising as a result of the payments.

All uncashed or undeliverable settlement checks will expire 180 days after the postmarked date of their initial mailing. After 180 days, the sum value of all expired checks will be tallied by the Administrator. The Administrator shall direct the principal for any expired checks in accordance with the Final Approval Order. The Parties shall request that the Court order that the principal for any expired check escheat to the State of California's Unclaimed Property Fund in the name of the Class Member.

Attorneys' Fees and Costs Award: You do not need to individually pay any portion of Class Counsel's attorneys' fees and costs. Any payments for those attorneys' fees and costs will be determined by the Court. Class Counsel intends to request that the Court approve an Attorneys' Fees and Costs Award in the amount of (a) 33⅓% of the Gross Settlement Amount (or \$96,666.67) and (b) actual litigation costs incurred up to \$20,000.00.

General Release Payment: A General Release Payment to Plaintiff is to be determined by the Court and would be supplemental to Plaintiff's Individual Settlement Payment. Class Counsel intends to request that the Court approve a General Release Payment of \$10,000.00 for Plaintiff's efforts in prosecuting the Action for Class Members and for Plaintiff's additional general releases of claims inapplicable to Class Members.

Administration Costs: Class Counsel intends to request that the Court approve Administration Costs of up to \$6,000.00, payable to the Administrator for administering the Settlement, including, but not limited to, printing, distributing, or tracking Notices, providing any required tax forms, processing any required tax payments, or reporting, and calculating and distributing all payments under the Settlement.

All Payments Subject to Court Approval: The above payments will be made if and only if the Court concludes the Settlement is reasonable, fair, and adequate for the Class and issues a Final Approval Order. The Court may adjust the amounts of certain payments.

4. What Do I Release Under the Settlement?

If the Court grants final approval of the Settlement and concludes it is reasonable, fair, and adequate for Class Members and issues a Final Approval Order, Class Members would release Defendant and its present and former parent companies, subsidiaries, divisions, related, or affiliated companies, and their officers, directors, employees, agents, attorneys, insurers, sureties, bonding companies, successors and assigns (a "Released Party") from any and all claims, demands, obligations, actions, causes of action, liabilities, debts, promises, agreements, demands, attorneys' fees, losses, and expenses, they may have or have had against Defendant and each Released Party arising during the period from May 24, 2023, through January 13, 2026, that were pled in the operative complaint or that could have reasonably been pled based on the facts alleged in the operative complaint.

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

5. How Do I Object to the Settlement?

If you want to participate in the Settlement, you do not have to do anything and do not have to appear at the final approval hearing before the Court. You will automatically receive your Individual Class Payment if the Court grants final approval of the Settlement.

If you want to object to the Settlement, you may appear at the final approval hearing to object to the Settlement. Alternatively, you must take the steps below:

- (1) You must mail a written statement to the Administrator listed below.
- (2) The written statement must include: your name, address, last four digits of your Social Security number, the basis for your objection, and whether you intend to appear at the final approval hearing.
- (3) If you object, you may but are not required to appear at the final approval hearing either in person or through counsel, paid for at your own expense.
- (4) The written statement must be postmarked by [45 calendar days after the initial mailing of Notice].

If you object, you will remain bound by the Settlement if finally approved. If you do not want to be bound by the Settlement if finally approved, you must opt out of the Settlement.

6. How Do I Opt Out of the Settlement?

If you do not want to participate in the Settlement, you may opt out of the Settlement. If you opt out of the Settlement, you may not object to the Settlement, will not receive a Individual Class Payment, and will not be bound by the release provisions of the Settlement.

In order to opt out, you MUST express your desire to be excluded from the Settlement by mailing to the Administrator a "Request for Exclusion," which must state "Request for Exclusion," include your name, current address, current telephone number, and last four digits of your social security number. Any such Request for Exclusion must be postmarked by [45 calendar days after the initial mailing of Notice].

Any Request for Exclusion that does not include all required information or that is not submitted on a timely basis will be deemed null, void, and ineffective. A Request for Exclusion shall be deemed to be submitted as of the postmarked date. If you submit both a Request for Exclusion and an objection, your Request for Exclusion will be valid and be deemed to invalidate the objection.

7. Where Can I Get Additional Information?

This Notice summarizes the Settlement. For more information, you may contact the Administrator. Contact information for the Administrator and Class Counsel are as follows:

Administrator: xxx xxx xxx, California xxx Telephone: (xxx) xxx-xxxx	Class Counsel: DIVERSITY LAW GROUP, P.C. Larry W. Lee (lwlee@diversitylaw.com) Simon L. Yang (sly@diversitylaw.com) 515 S. Figueroa St., Suite 1250 Los Angeles, California 90071 Telephone: (213) 488-6555	POLARIS LAW GROUP William L. Marder (bill@polarislawgroup.com) 501 San Benito Street, Suite 200 Hollister, California 95023 Telephone: (831) 531-4214
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PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THE SETTLEMENT