

AEGIS LAW FIRM, PC
KASHIF HAQUE, State Bar No. 218672
JESSICA L. CAMPBELL, State Bar No. 280626
JOSEPH M. SZILAGYI, State Bar No. 317450
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251
Email: jcampbell@aegislawfirm.com
Email: jszilagyi@aegislawfirm.com
Attorneys for Plaintiff, Robin Boyd, individually,
and on behalf of all others similarly situated.

RICHARD L. GILLESPIE, Bar No. 275519
rgillespie@littler.com
HELEN BRAGINSKY, Bar No. 282359
hbraginsky@littler.com
LITTLER MENDELSON, P.C.
Treat Towers
1255 Treat Boulevard, Suite 600
Walnut Creek, California 94597
Telephone: 925.932.2468
Fax No.: 925.946.9809

Attorneys for Defendant
R & S ERECTION, TRI-COUNTY, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF KERN

ROBIN BOYD, individually and on behalf of all
others similarly situated,

Plaintiff,

v.

R & S ERECTION, TRI-COUNTY, INC.; and
DOES 1 through 20, inclusive,

Defendants.

Case No. BCV-24-101565

ASSIGNED FOR ALL PURPOSES TO
JUDGE THOMAS S. CLARK

**JOINT STIPULATION FOR PAGA
REPRESENTATIVE ACTION
SETTLEMENT AND RELEASE**

Complaint Filed: May 7, 2024
Trial Date: Not Set
Dept: 17

1 **JOINT STIPULATION FOR PAGA REPRESENTATIVE ACTION**

2 **SETTLEMENT AND RELEASE**

3 This Joint Stipulation of PAGA Representative Action Settlement and Release (“Settlement”
4 or “Settlement Agreement”) is made and entered into by and between Plaintiff ROBIN BOYD
5 (“Plaintiff” or “PAGA Representative”), as an individual and on behalf of all others similarly situated,
6 and allegedly aggrieved employees, and Defendant R&S Erection, Tri-County, Inc. (“Defendant”).

7 **DEFINITIONS**

8 The following definitions are applicable to this Settlement Agreement. Definitions contained
9 elsewhere in this Settlement Agreement will also be effective:

10 1. “Action” means *Robin Boyd v. R&S Erection, Tri-County, Inc.*, Kern County Superior
11 Court, Case No. BCV-24-101565 (the “Action”).

12 2. “Aggrieved Employees” and “PAGA Settlement Group Members” is defined as all
13 persons who worked for Defendant in California as an hourly, non-exempt employee at any time
14 during the period of May 7, 2023, through July 27, 2025.

15 3. “Approval” means the Court Order granting approval of the Settlement Agreement.

16 4. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for PAGA
17 Representative Counsel’s litigation and resolution of the Action, and all Court approved costs incurred
18 and to be incurred by PAGA Representative Counsel in the Action, including but not limited to, costs
19 associated with documenting the Settlement, providing any notices to governmental agencies required
20 as part of the Settlement or Court Order, securing the Court’s approval of the Settlement, administering
21 the Settlement, obtaining entry of a Judgment terminating the Action, and expenses for any experts.
22 PAGA Representative Counsel will request attorneys’ fees not in excess of one-third (33.3%) of the
23 Gross Fund, or \$36,630. PAGA Representative Counsel may request costs of up to \$22,500, to be
24 deducted from the Gross Fund subject to proof.

25 5. “Court” means the California Superior Court for the County of Kern.

26 6. “Defendant” means R&S Erection, Tri-County, Inc.

1 7. “Effective Date” means fifteen (15) business days after the Court's final judgment
2 approving the Settlement. The Effective Date is a condition of performance of the obligations under
3 this Settlement.

4 8. “Gross Fund” means the maximum agreed amount of \$110,000, to be paid by
5 Defendant in full satisfaction of all Released PAGA Claims by Aggrieved Employees arising from the
6 Action, which includes all: (1) Individual Settlement Payments to PAGA Settlement Group Members;
7 (2) Attorneys’ Fees and Costs to PAGA Representative Counsel; (3) any PAGA Representative
8 Enhancement Payment to Plaintiff (if any); (4) the Labor and Workforce Development Agency
9 (“LWDA”) Payment; (5) Settlement Administration Costs to the Settlement Administrator; and (6)
10 employer side payroll taxes (if any). This Gross Fund has been agreed to by Plaintiff and Defendant
11 based on the aggregation of the agreed-upon settlement value of individual claims in the Action. In
12 no event will Defendant be liable for more than the Gross Fund except as provided in Paragraph 35.
13 There will be no reversion of the Gross Fund to Defendant.

14 9. “Individual Settlement Payment” means each PAGA Settlement Group Member’s
15 respective share of the Net Settlement Amount.

16 10. “LWDA Payment” means the amount that the Parties have agreed to pay to the LWDA
17 in connection with the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code § 2698 *et*
18 *seq.*) (“PAGA”) out of the Net Settlement Amount. Pursuant to PAGA, Seventy-Five Percent (75%)
19 of the Net Settlement Amount, or \$35,940, will constitute the Labor and Workforce Development
20 Agency Payment and Twenty-Five Percent (25%) of the Net Settlement Amount, or \$11,980, will
21 constitute the Net PAGA Settlement Amount to be paid to the PAGA Settlement Group Members.

22 11. “Net PAGA Settlement Amount” means 25% of the LWDA Payment to be paid to the
23 PAGA Settlement Group Members.

24 12. “Net Settlement Amount” means the portion of the Gross Fund remaining after
25 deducting (1) Attorneys’ Fees and Costs; and (2) the Settlement Administration Costs. Of the Net
26 Settlement Amount, 75% will be paid to the LWDA and the remaining 25% will be distributed to the
27 Aggrieved Employees.
28

1 13. “PAGA List” means a complete list of all Aggrieved Employees that Defendant will
2 diligently and in good faith compile from Defendant’s records and provide to the Settlement
3 Administrator within fifteen (15) business days following Effective Date. The PAGA List will be
4 formatted in Microsoft Office Excel and will include each Aggrieved Employee’s: (1) full name; (2)
5 last known home address; (3) social security number; and (4) total pay periods for work performed in
6 California during the PAGA Settlement Covered Period. The information provided to the Settlement
7 Administrator shall be considered confidential, shall not be disclosed to anyone other than Defendant’s
8 Counsel and the Settlement Administrator, and shall be returned to Defendant’s Counsel at the
9 conclusion of the matter. Specifically, the Settlement Administrator shall not provide PAGA
10 Representative Counsel with any of the personal information on the PAGA List, absent express written
11 approval from Defendant’s Counsel.

12 14. “PAGA Representative Counsel” means Aegis Law Firm.

13 15. “PAGA Settlement Covered Period” means the period of time from May 7, 2023,
14 through July 27, 2025, or pursuant to the provisions of Paragraph 35.

15 16. “Parties” means Plaintiff and Defendant, collectively.

16 17. “Pay Periods” means the number of pay periods worked by the PAGA Settlement
17 Group Members for Defendant in California during the PAGA Settlement Covered Period. All PAGA
18 Settlement Group Members must be credited with at least one Pay Period.

19 18. “Plaintiff” means ROBIN BOYD.

20 19. “Released PAGA Claims” means upon the approval by the Court of the Settlement
21 Agreement and Defendant’s funding of all payments due under this Agreement, Plaintiff, individually
22 and as the representative acting as a proxy or agent of the LWDA, a State of California Executive
23 Branch Agency, in this Action, agrees to release the Released Parties from all penalties under the
24 California Private Attorneys' General Act (Labor Code section 2698, *et seq.*) that were or could have
25 been sought by the Labor Commissioner for the violations identified in Plaintiff’s operative
26 Complaint, and Plaintiff’s pre-filing letter to the LWDA on May 7, 2024, attached as **Exhibit A**, that
27 accrued at any time between May 7, 2023 through the Court’s approval of this Settlement including
28 from violations of the Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 510, 512,

558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802. The express purpose of this Agreement and the Judgment to be entered by the Court following approval of this Settlement is to forever bar Plaintiff, the LWDA, and any other individual or entity acting on behalf of or purporting to act on behalf of the LWDA (including all Aggrieved Employees) from asserting any of the Released Claims in any future PAGA litigation. It is the intent of the Parties that, to the greatest extent provided by law, including under the holding of *Arias v. Super. Ct.*, 46 Cal. 4th 969, 986 (2009), the ability of Plaintiff, the State of California or any Aggrieved Employee to bring the Released PAGA Claims on behalf of the LWDA is completely and forever foreclosed. Any Party to this Agreement or intended third-party beneficiary may use the Agreement to assert that this Settlement and the judgment to be entered by the Court following approval by this Settlement bars any later-filed action asserting any of the Released Claims against any of the Released Parties at any time from May 7, 2023 through July 27, 2025.

20. “Released Parties” means Defendant and its respective past and present affiliates, related entities, parents, subsidiaries, owners, members, partners, officers, directors, board members, managers, supervisors, employees, co-employers, predecessors, successors, assigns, agents, shareholders, investors, insurers, legal representatives, representatives, independent contractors, franchisors, and franchisees.

21. “Release Period” means the PAGA Settlement Covered Period.

22. “Settlement Administrator” or “Administrator” means Phoenix Settlement Administrators, the third-party settlement administrator agreed to by the Parties and approved by the Court for the purposes of administering the Settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

23. “Settlement Administration Costs” means the costs payable from the Gross Fund to the Settlement Administrator for administering the Settlement, including, but not limited to, printing, distributing, and tracking documents for the Settlement, tax reporting, distributing the Gross Fund, and providing necessary reports and declarations, as requested by the Parties. The Settlement Administration Costs will be paid from the Gross Fund, with any excess in cost reducing the amount

1 available to distribute to the PAGA Settlement Group Members, and any short fall increasing the
2 amount available to distribute to the PAGA Settlement Group Members.

3 TERMS OF AGREEMENT

4 Plaintiff, on behalf of himself, PAGA Settlement Group Members, and Defendant agree as
5 follows:

6 24. Funding of the Gross Fund. Defendant will issue payment in the amount of the Gross
7 Fund of \$110,000 to the Settlement Administrator, which will be deposited into a Qualified Settlement
8 Account to be established by the Settlement Administrator. After the Effective Date, the Gross Fund
9 will be used for: (i) Individual Settlement Payments; (ii) the LWDA Payment; (iii) Attorneys' Fees
10 and Costs; and (iv) Settlement Administration Costs. Defendant will issue payment in the amount of
11 the Gross Fund within fifteen (15) business days of the Effective Date.

12 25. Attorneys' Fees and Costs. PAGA Representative Counsel will file a motion for
13 Attorneys' Fees and Costs of not more than one-third (33.3%) of the Gross Settlement Fund, or
14 \$36,630, plus the reimbursement of costs and expenses associated with PAGA Representative
15 Counsel's litigation and settlement of the Action of up to \$22,500, subject to approval by the Court,
16 both of which will be paid from the Gross Settlement Fund. The amount paid as and for attorneys'
17 fees, costs and expenses shall discharge any and all claims for such fees, costs, and expenses. A
18 reduction in these amounts by the Court is not grounds to void the Agreement.

19 26. Settlement Administration Costs. The Settlement Administrator will be paid \$2,950
20 for the reasonable costs of administration of the Settlement and distribution of payments from the
21 Gross Settlement Fund, which shall not exceed the amount quoted (and ultimately billed) by the
22 Claims Administrator. These costs, which will be paid from the Gross Settlement Fund, will include,
23 *inter alia*, the required tax reporting on the Individual Settlement Payments, the issuing of 1099 IRS
24 Forms, distributing cover letters regarding Settlement, calculating and distributing the Gross
25 Settlement Fund, establishing and maintaining a settlement website in the manner described below
26 and providing necessary reports and declarations.

27 27. LWDA Settlement Amount and Distribution. Subject to Court approval, the Parties
28 agree that the amount of \$47,920 from the Net Settlement Fund will be designated for satisfaction of

1 civil penalties arising out of the PAGA Claims during the PAGA Settlement Covered Period. Pursuant
2 to PAGA, Seventy-Five Percent (75%), or \$35,940, of this sum will be paid to the LWDA and Twenty-
3 Five Percent (25%), or \$11,980, the Net PAGA Settlement Amount, will be paid to Aggrieved
4 Employees. The Net PAGA Settlement Amount paid to the PAGA Settlement Group Members will
5 be calculated and apportioned based on the number of Pay Periods a PAGA Settlement Group Member
6 worked during the PAGA Settlement Covered Period on a pro rata basis.

7 28. Net PAGA Settlement Amount. The entire Net PAGA Settlement Amount will be
8 distributed to the Aggrieved Employees. No portion of the Net PAGA Settlement Amount will revert
9 or be retained by Defendant.

10 29. No Credit Toward Benefit Plans. The Individual Settlement Payments made to the
11 PAGA Settlement Group Members under this Settlement, as well as any other payments made
12 pursuant to this Settlement, will not be utilized to calculate any additional benefits under any benefit
13 plans to which any PAGA Settlement Group Member may be eligible. It is the Parties' intention that
14 this Settlement will not affect any rights, contributions, or amounts to which any PAGA Settlement
15 Group Member may be entitled under any benefit plans.

16 30. Administration Process. The Parties agree to cooperate in the administration of the
17 settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred
18 in administration of the Settlement.

19 31. Delivery of the PAGA List. Within fifteen (15) business days of the court's Approval
20 of this Settlement, Defendant will provide the PAGA List to the Settlement Administrator.

21 32. Mailing of the Settlement Checks by First-Class U.S. Mail. Within fifteen (15)
22 calendar days following the receipt of the PAGA List and the Gross Fund funding, the Settlement
23 Administrator will issue payments to: (1) PAGA Settlement Group Members; (2) the LWDA; (3) and
24 PAGA Representative Counsel. The Settlement Administrator will also issue a payment to itself for
25 Court-approved services performed in connection with the Settlement. The settlement checks to
26 Aggrieved Employees will be mailed via regular First-Class U.S. Mail, using the most current, known
27 mailing address identified in the PAGA List as updated by the process in Paragraph 33 below. The
28

1 check shall be accompanied by a cover letter from the Settlement Administrator that must first be
2 approved by the Parties, giving notice of the Settlement.

3 33. Confirmation of Contact Information in the PAGA List. Prior to mailing, the
4 Settlement Administrator will perform a search based on the National Change of Address Database
5 for information to update and correct for any known or identifiable address changes. Any settlement
6 checks returned to the Settlement Administrator as non-deliverable will be sent promptly via regular
7 First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will
8 indicate the date of such re-mailing. If no forwarding address is provided, the Settlement
9 Administrator will promptly attempt to determine the correct address using a skip-trace, or other search
10 using the name, address, and/or social security number of the Aggrieved Employee involved and will
11 then perform a single re-mailing.

12 34. Disputed Information. Aggrieved Employees will have an opportunity to dispute the
13 Pay Period information provided with their checks. To the extent Aggrieved Employees dispute their
14 employment dates or the number of Pay Periods on record, Aggrieved Employees may produce
15 evidence to the Settlement Administrator showing that such information is inaccurate. The Settlement
16 Administrator will decide the dispute. Defendant's records will be presumed correct, but the
17 Settlement Administrator will evaluate the evidence submitted by an Aggrieved Employee and will
18 make the final decision as to the merits of the dispute. All disputes will be decided within five (5)
19 business days.

20 35. PAGA Representative Action Size. The Gross Settlement Fund was calculated based
21 on the understanding that between May 7, 2023, through July 27, 2025, PAGA Settlement Group
22 Members worked approximately 3,000 Pay Periods. In the event the total Pay Periods on the final
23 PAGA List are greater than 10% or 3,300 pay periods, at the option of the Defendant, the Defendant
24 shall either increase the Net Settlement Amount pro rata, with a 10% grace margin (*i.e.* if the numbers
25 increase by 11%, the Net Settlement Amount shall increase by 1%), or elect to shorten the date for
26 determining Aggrieved Employee membership such that the threshold is not exceeded – *i.e.*, such that
27 there is not an increase in the number of workweeks of more than 10%.
28

1 36. Settlement Terms Bind All Aggrieved Employees. The Settlement shall bind Plaintiff,
2 who has timely provided notice to the LWDA related to the nature of his claims, and who thereby has
3 standing to settle the matter on behalf of himself and all Aggrieved Employees as proxy for the State
4 of California. Upon the Court's approval of the Settlement and judgment entered thereto, Plaintiff, the
5 State of California and all Aggrieved Employees shall be bound by the terms of the settlement and
6 release. *Arias v. Super. Ct.*, 46 Cal. 4th 969, 986 (2009).

7 37. Un-cashed Settlement Checks. The proceeds of any unclaimed funds and/or uncashed
8 checks remaining after 180 days of the check issuance date will be redistributed, if feasible (i.e., the
9 amount for redistribution is less than the cost of administration). If the costs of redistribution are more
10 than the amount to be redistributed, or any unclaimed amounts remain after the redistribution, the
11 Settlement Administrator shall issue a check of the unpaid residue or unclaimed or abandoned PAGA
12 Settlement Group Member's funds to the Controller of the State of California to be held pursuant to
13 the Unclaimed Property Law, California Civil Code section 1500 *et seq.* for the benefit of those PAGA
14 Settlement Group Members who did not cash their settlement checks until such time that they claim
15 their property and who will remain bound by the Settlement. The Parties agree that this disposition
16 results in no "unpaid residue" under California Civil Procedure Code § 384 as the entire Net Settlement
17 Amount will be paid out to the PAGA Settlement Group Members whether or not they cash their
18 settlement checks.

19 38. Certification of Completion. Upon completion of administration of the Settlement, the
20 Settlement Administrator will provide a written declaration under oath to certify such completion to
21 the Court and counsel for all Parties. The Settlement Administrator will be solely responsible for
22 preparation of the declaration, and the Settlement Administrator's failure to comply with this
23 requirement will not affect the Settlement's validity.

24 39. Treatment of Individual Settlement Payments. All Individual Settlement Payments will
25 be allocated as non-wages (for interest and penalties) for which IRS Forms 1099-MISC will be issued.

26 40. Administration of Taxes by the Settlement Administrator. The Settlement
27 Administrator will be responsible for issuing to Plaintiff, PAGA Settlement Group Members receiving
28 payments from the LWDA Payment, and PAGA Representative Counsel any W-2, 1099, or other tax

1 forms as may be required by law for all amounts paid pursuant to this Settlement. The Settlement
2 Administrator will also be responsible for forwarding all payroll taxes and penalties to the appropriate
3 government authorities.

4 41. Tax Liability. Defendant makes no representation as to the tax treatment or legal effect
5 of the payments called for hereunder, and Plaintiff and the Aggrieved Employees are not relying on
6 any statement, representation, or calculation by Defendant or by the Settlement Administrator in this
7 regard. The Settlement will be consideration for the release of taxable claims including claims for
8 wages, as well as non-taxable claims including civil and statutory penalties, liquidated damages, and
9 interest. The amounts paid as consideration for the release of penalties, liquidated damages and interest
10 shall be subject to all authorized and required withholdings other than the tax withholdings customarily
11 made from employees' wages and shall be reported by 1099 form.

12 42. Circular 230 Disclaimer. Each party to this agreement (for purposes of this section, the
13 "acknowledging party" and each party to this agreement other than the acknowledging party, an "other
14 party") acknowledges and agrees that: (1) no provision of this agreement, and no written
15 communication or disclosure between or among the parties or their attorneys and other advisers, is or
16 was intended to be, nor will any such communication or disclosure constitute or be construed or be
17 relied upon as tax advice within the meaning of the United States Treasury Department circular 230
18 (31 CFR part 10, as amended), (2) the acknowledging party (a) has relied exclusively upon his, her,
19 or its own, independent legal and tax counsel for advice (including tax advice) in connection with this
20 agreement, (b) has not entered into this agreement based upon the recommendation of any other party
21 or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication
22 or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed
23 on the acknowledging party, and (3) no attorney or adviser to any other party has imposed any
24 limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless
25 of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax
26 treatment or tax structure of any transaction, including any transaction contemplated by this
27 agreement.

28 43. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant

1 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
2 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
3 of action or right herein released and discharged.

4 44. Nullification of Settlement Agreement. In the event that: (i) the Court does not approve
5 the Settlement as provided herein, or (ii) the Settlement does not become final for any other reason,
6 then this Settlement, and any documents generated to bring it into effect, will be null and void. Any
7 order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be
8 treated as void from the beginning. The amount of the Gross Fund is deemed a material term and
9 Defendant may revoke the agreement if the Court insists on a change that increases the obligation of
10 Defendant to pay an amount in excess of the Gross Fund. In the event that Defendant exercises its
11 right to nullify the Settlement, Defendant shall pay any and all costs incurred by the Settlement
12 Administrator to date. Changes requested by the Court to the allocation of funds between PAGA
13 Settlement Group Members or changes in the amount of attorneys' fees and costs or enhancement
14 award to Plaintiff (if any), or changes to the procedures accompanying the administration of the
15 Settlement, will not form the basis for any party in the action to revoke this Settlement.

16 45. Approval Hearing. Plaintiff will file a Motion for Approval of this Settlement and
17 proposed order approving the Settlement. The first draft of all such papers is to be prepared by
18 Plaintiff's counsel. Plaintiff will send the draft to Defendant's counsel to review prior to filing. If the
19 Court fails to approve this Settlement, the Parties will work together in good faith to attempt to resolve
20 any outstanding issues presented by the Court.

21 46. Judgment and Continued Jurisdiction. Upon approval of the Settlement by the Court,
22 the Parties will present the Judgment to the Court for its approval. After entry of the Judgment, the
23 Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and
24 enforcement of the terms of the Settlement; (ii) Settlement administration matters; and (iii) such post-
25 Judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

26 47. Release by Plaintiff. Upon the Effective Date, in addition to the claims being released
27 by all PAGA Settlement Group Members, Plaintiff will release and forever discharge the Released
28 Parties, to the fullest extent permitted by law, of and from any and all claims, known and unknown,

1 asserted and not asserted, which Plaintiff has or may have against the Released Parties as of the date
2 of execution of this Settlement Agreement, including Plaintiff's individual PAGA claims. In addition,
3 Plaintiff agrees to dismiss all non-PAGA Released Claims at issue in the Action (to the extent not
4 already dismissed) with prejudice. As to the Plaintiff's Released Claims, the Plaintiff, understanding
5 the significance of this waiver, waives all rights and benefits afforded by Section 1542 of the Civil
6 Code of the State of California, which states:

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

12 48. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include
13 the terms set forth in any attached exhibits, which are incorporated by this reference as though fully
14 set forth herein. Any exhibits to this Settlement Agreement are an integral part of the Settlement.

15 49. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the
16 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral
17 agreements, besides any arbitration agreement or individual settlement agreement, may be deemed
18 binding on the Parties, and no Party is relying on any representation not contained in agreement.

19 50. Amendment or Modification. No amendment, change, or modification to this
20 Settlement Agreement will be valid unless in writing and signed, either by the Parties or their counsel.

21 51. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
22 represent they are expressly authorized by Parties whom they represent to negotiate this Settlement
23 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
24 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
25 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with
26 each other and use their best efforts to affect the implementation of the Settlement. Any dispute
27 between the parties in preparing the Settlement Agreement shall be presented to Michael J. Loeb, Esq.,
28 or another mutually agreeable mediator, for attempted resolution prior to seeking judicial intervention.
The Parties will split the costs of the mediator for any such time incurred by the mediator in reaching

1 such resolution and all Parties will bear their own attorneys' fees and other costs and expenses
2 incurred.

3 52. Binding on Successors and Assigns. This Settlement Agreement will be binding upon
4 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

5 53. California Law Governs. All substantive terms of this Settlement Agreement and
6 exhibits hereto will be governed by and interpreted according to the laws of the State of California,
7 except to the extent Federal law applies.

8 54. Execution and Counterparts. This Settlement Agreement is subject only to the
9 execution of all Parties. However, the Settlement Agreement may be executed in one or more
10 counterparts. All executed counterparts and each of them, including electronic (e.g., DocuSign),
11 facsimile, and scanned copies of the signature page, will be deemed to be one and the same instrument.

12 55. Acknowledgement the Settlement Is Fair and Reasonable. The Parties believe this
13 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at
14 this Settlement after arm's length negotiations with the assistance of an experience wage/hour
15 mediator and in the context of adversarial litigation, taking into account all relevant factors, present
16 and potential. The Parties further acknowledge that they are each represented by competent counsel
17 and that they have had an opportunity to consult with their counsel regarding the fairness and
18 reasonableness of this Settlement.

19 56. Invalidity of Any Provision. Before declaring any provision of this Settlement
20 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
21 possible consistent with applicable precedents so as to define all provisions of this Settlement
22 Agreement as valid and enforceable.

23 57. Waiver of Certain Appeals. The Parties agree to waive appeals except Plaintiff or
24 PAGA Representative Counsel may appeal any reduction to the Attorneys' Fees and Costs below the
25 amount they request from the Court, and either party may appeal any court order that materially alters
26 the Settlement Agreement's terms.

27 58. Non-Admission of Liability. The Parties enter into this Settlement to resolve the
28 dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation.

1 In entering into this Settlement, Defendant does not admit, and specifically denies, that Defendant
2 violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant
3 to any statute or any other applicable laws, regulations or legal requirements; breached any contract;
4 violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other
5 unlawful conduct with respect to its employees or anyone else. Neither this Settlement Agreement,
6 nor any of its terms or provisions, nor any of the negotiations connected with it, will be construed as
7 an admission or concession by Defendant of any such violations or failures to comply with any
8 applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement, this
9 Settlement Agreement and its terms and provisions will not be offered or received as evidence in any
10 action or proceeding to establish any liability or admission on the part of Defendant or to establish the
11 existence of any condition constituting a violation of, or a non-compliance with, federal, state, local
12 or other applicable law.

13 59. Injunction Against Duplicative Claims. Upon Approval of the Settlement Agreement,
14 all PAGA Settlement Group Members shall be enjoined from filing, joining, or becoming a party,
15 member or representative in any actions, claims, complaints, or proceedings in any state or federal
16 court on an individual, representative, collective or class action basis, or with the California
17 Department of Industrial Relations' Division of Labor Standards Enforcement ("DLSE") or the United
18 States Department of Labor ("DOL"), or from initiating any other proceedings, regarding any of the
19 Released Claims by PAGA Settlement Group Members defined above. Any related pending actions,
20 claims, complaints, or proceedings in any state or federal court or with the DLSE or DOL, shall be
21 stayed until the PAGA Settlement Group Members have had an opportunity to decide to participate,
22 object or file a request for exclusion from this Settlement.

23 60. No Public Comment. Following the filing of the Motion for Approval, the Parties
24 understand and agree that there may be media coverage of the Settlement not initiated by Plaintiff or
25 Defendant as a result of the public filings. Notwithstanding the foregoing, Plaintiff, Defendant, and
26 their respective counsel agree that no Party shall issue any press release to the news media, nor shall
27 any Party communicate in any way with news media concerning the settlement of the Action. This
28 provision shall not apply to or limit the public filing of motions or other case materials in the Action

1 related to seeking and obtaining Court approval of the proposed Settlement Agreement, the fees and
2 costs of the PAGA Representative Counsel and the other relief set forth in this Settlement Agreement.
3 This provision shall not prohibit PAGA Representative Counsel from listing this Action by name in
4 support of motions for appointments as class counsel, certification, attorneys' fees and costs, or the
5 like.

6 61. Communication by Counsel. PAGA Representative Counsel agrees that it will not
7 initiate or contact or have any communications with the Aggrieved Employees during the settlement
8 approval process. Nothing will prevent PAGA Representative Counsel from responding to inquiries
9 from Aggrieved Employees. For its part, Defendant agrees that it shall refer any questions from
10 Aggrieved Employees to the Settlement Administrator. PAGA Representative Counsel represents and
11 warrants that at the time of signing this Agreement, it has no clients or prospective clients who are
12 potential plaintiffs with potential or actual causes of action against Defendant.

13 62. Waiver. No waiver of any condition or covenant contained in this Settlement
14 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to
15 imply or constitute a further waiver by such Party of the same or any other condition, covenant, right
16 or remedy.

17 63. Enforcement of Actions. In the event that one or more of the Parties institutes any legal
18 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement
19 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be
20 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs,
21 including expert witness fees incurred in connection with any enforcement actions.

22 64. Mutual Preparation. The Parties have had an opportunity to negotiate the terms and
23 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be
24 construed more strictly against one party than another merely by virtue of the fact that it may have
25 been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length
26 negotiations between the Parties, all Parties have contributed to the preparation of this Settlement
27 Agreement.

28 65. Representation by Counsel. The Parties acknowledge that they have been represented

1 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
2 that this Settlement Agreement has been executed with the consent and advice of counsel. Further,
3 Plaintiff and PAGA Representative Counsel warrant and represent that there are no known liens on
4 the Settlement Agreement.

5 66. All Terms Subject to Court Approval. All amounts and procedures described in this
6 Settlement Agreement will be subject to Court approval.

7 67. Cooperation and Execution of Necessary Documents. All Parties will cooperate in
8 good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
9 Settlement Agreement.

10 68. Binding Agreement. The Parties warrant that they understand and have full authority
11 to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully
12 enforceable and binding on all parties and agree that it will be admissible and subject to disclosure in
13 any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that
14 might apply under federal or state law.

15 Dated: 10-1-2025
16

DocuSigned by:

44BDD9F114F3401...

Robin Boyd
Plaintiff/PAGA Representative

18
19 Dated: 10-20-25
20



R&S Erection, Tri-County, Inc.
By: Mike Fleck
Its: President

22 **APPROVED AS TO FORM**

23
24 Dated: October 8, 2025
25

AEGIS LAW FIRM


KASHIF HAQUE
JOSEPH M. SZILAGYI
Attorneys for Plaintiff
ROBIN BOYD

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Dated: 10/21/2025

LITTLER MENDELSON, P.C.


RICHARD L. GILLESPIE
HELEN BRAGINSKY
Attorneys for Defendant
R&S ERECTION, TRI-COUNTY, INC.