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[Additional Counsel on Following Page]

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

SEVERO JOHN HERNANDEZ, UMEET NAND, KRISTOFER BARR, on behalf of themselves and all others similarly situated, Plaintiffs, v. CHRISTENSEN BROTHERS GENERAL ENGINEERING, INC., a California Corporation; CALEB CHRISTENSEN, and DOES 1-20, inclusive Defendants.	Case No. 5:22-cv-00836 AB (SPx) **DECLARATION OF DANIEL J. BROWN IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT** Date: July 28, 2023 Time: 10:00 a.m. Courtroom: 7B Complaint Filed: March 17, 2021 Trial Date: None Set Judge: Hon. André Birotte Jr. Magistrate Judge: Hon. Sheri Pym

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DECLARATION OF DANIEL J. BROWN

I, DANIEL J. BROWN, declare as follows:

1. I am the principal of the law firm of Stansbury Brown Law, PC and counsel for the named plaintiffs Severo John Hernandez and Kristofer Barr ("Plaintiffs") and the proposed Settlement Class in the above-captioned matter. I am a member in good standing of the bar of the State of California and am admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I submit this declaration in support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

QUALIFICATIONS AS COUNSEL

3. I am a 2015 graduate of UCLA School of Law. I was admitted to the California State Bar in December 2015 after passing the bar exam on my first attempt. Since that time, I have practiced exclusively in the area of employment litigation. From December 2015 to June 2017, I worked for the law firm Rastegar Law Group, APC, an employment litigation firm in Torrance, California. The vast majority of my work at Rastegar Law Group, APC, focused on representing employees in wage and hour class actions. I was also the lead attorney on individual claims for wrongful termination, harassment, discrimination, and retaliation. While non- exhaustive, the type of work I performed included: conducting client intakes, performing pre- filing research and analysis, drafting complaints, attending court hearings, corresponding with opposing counsel, drafting and responding to written discovery, preparing for and taking and defending depositions, analyzing payroll and timekeeping records and employee handbooks, drafting and opposing motions for remand, demurrers and motions to dismiss, motions to compel, drafting mediation briefs, attending mediations, drafting long-form settlement agreements,

drafting motions for preliminary and final settlement approval, and overseeing the claims and/or opt-out processes.

4. In June 2017, I voluntarily resigned from the Rastegar Law Group, APC, in order to accept a position with the Haines Law Group, APC, an employment litigation firm specializing in employment class action litigation. During my employment at the Haines Law Group, APC, I played a significant role in the class actions that I was staffed on. In particular, I received a wide-array of wage and hour class action experience performing the following types of tasks: drafting oppositions to demurrers, motions to strike and/or dismiss; remanding actions back to state court from federal court; drafting and responding to written discovery; drafting and opposing discovery related motions; arguing discovery related motions; interviewing putative class members and obtaining declarations in connection with class certification; drafting motions for class certification; conducting exposure analyses to assess the strengths and weaknesses of asserted claims, the likelihood of prevailing at class certification and potential damages resulting from such claims; drafting mediation briefs; serving as the primary contact for opposing counsel; deposing corporate witnesses and putative class members; and defending the depositions of named plaintiffs. In short, I played an integral role in all aspects of litigation from the inception of a matter through and beyond class certification.

5. In June 2019, I started my own law firm, Stansbury Brown Law, focusing almost exclusively on employment litigation. Currently, over eighty-five percent (85%) of my practice is dedicated exclusively to the prosecution of wage and hour class actions, and I am currently responsible for prosecuting over thirty (30) wage and hour class actions. The following is a non-exhaustive list of wage and hour class actions in which I have played a significant role in prosecuting the litigation, which have received final approval: *Spinks v. Suja Life, LLC.*, Case No. 37-2014-00036496-CU-OE-CTL, California Superior Court, County of San Diego,

Judge Richard E.L. Strauss presiding (approved as class counsel in wage and hour class action on behalf of non-exempt employees of a juice manufacture involving claims for unpaid wages, meal and rest period violations, and other claims); *Galvan v. Amvac Chemical Corporation*, Case No. 30-2014-00716103-CU-OE-CXC, California Superior Court, County of Orange, Judge William D. Claster presiding (granted final approval of settlement on behalf of non-exempt employees of a chemical manufacturing company involving claims for unpaid overtime and waiting time penalties); *Blank v. Coty, Inc., et al.*, Case No. BC624850, California Superior Court, County of Los Angeles, Judge William F. Highberger presiding (granting final approval of a class of employees of a beauty products manufacturer involving claims for unpaid overtime, meal period violations, and wage statement violations); *Lira v. Discus Dental, LLC, et al.*, Case No. CIVDS1620402, California Superior Court, County of San Bernardino, Judge David Cohn presiding (approved as class counsel in a wage and hour class action on behalf of non-exempt employees of a manufacturer of dental products involving claims for unpaid overtime, minimum wage violations, meal period violations, wage statement and waiting time penalties); *Nieto v. Emtek Products, Inc.* Case No. BC652704, California Superior Court, County of Los Angeles, Judge Shepard Wiley, Jr. presiding (approved as class counsel in a wage and hour class action on behalf of non-exempt employees of a manufacturer of door hardware involving claims for meal and rest period violations, and for waiting time, wage statement, and for penalties pursuant to the Private Attorneys General Act ("PAGA")); *Frank Gonzalez III v. Prime Communications*, Case No. BC702262, California Superior Court, Judge Kenneth R. Freeman presiding (granting final approval to a wage and hour class action on behalf of non-exempt employees against a cell phone provider for meal and rest period violations, off-the-clock violations, and for derivative penalties); *Fierro v. Universal City Studios LLC*, Case No. BC642460, California Superior Court, County of Los Angeles, Judge Maren E. Nelson presiding (granting

final approval of a wage and hour class action on behalf of current and former non-exempt employees against an amusement park involving claims for meal and rest period violations, failure to indemnify, failure to pay all minimum and overtime wages, and for waiting time, wage statement, and PAGA penalties); *Stephen et al. v. PSC Industrial Outsourcing, LP*, Case No. BC10752, California Superior Court, County of Los Angeles, Judge Shepard Wiley Jr. presiding (granting final approval in and wage and hour class action on behalf of current and former non-exempt employees of an industrial cleaning company for meal and rest period violations, unpaid wages, failure to reimburse business expenses, and waiting time, wage statement, and PAGA penalties); *Duran v. Prada USA Corp.*, Case No. BC644319, California Superior Court, Los Angeles County, Judge Maren E. Nelson presiding (approved as class counsel in a wage and hour class action on behalf of current and former employees of a clothing store involving claims for unlawful claw back of earned commissions, meal and rest period violations, failure to reimburse necessary business expenses, and derivate claims for penalties); *Honorato Lopez v. Moon Valley Nursey, Inc.*, Case No. BC668161, California Superior Court, Los Angeles County, Judge John Shepard Wiley, Jr. (approved as class counsel in a wage and hour class action on behalf of current and former employees of a commercial nursery involving claims for failure to pay for all hours worked, automatically deducting work time for meal periods regardless if taken, rest period violations, and derivative claims for penalties); *Alfaro v. Orange Automotive d/b/a Kia of Orange*, Case No, 30-2017-00945105-CU-OE-CXC, California Superior Court, County of Orange, Judge Randall J. Sherman presiding (approved as class counsel in a wage and hour class action on behalf of current and former employees of a car dealership involving claims for minimum wage violations, meal and rest period violations, failure to reimburse business expenses, wage statement violations, waiting time penalties, and PAGA penalties); *Lemus v. Promenade Imports, LLC*, California Superior Court, County of Orange, Judge William Claster presiding

(granting final approval in a wage and hour class action on behalf of current and former non-exempt employees of a car dealership involving claims for minimum wage violations, meal and rest period violations, failure to reimburse business expenses, and claims for derivative penalties); *Garcia v. Fabrica International, Inc.*, Case No. 30-2017-00949461-CU-OE-CXC, California Superior Court, County of Orange, Judge William Claster presiding (approved as class counsel in a wage and hour class action on behalf of current and former non-exempt employees of a high-end residential carpets and custom rugs company involving claims for meal and rest period violations, regular rate miscalculation, unlawful rounding policy, and claims for derivative penalties); *Vazquez, et al. v. Kraft Heinz Foods Company*, Case No. 16-CV-02749-WGH (AGS), United States District Court, Southern District of California, Honorable William Q. Hayes presiding (certifying subclasses of employees for meal period violations, failure to pay for all hours worked, and a derivate waiting time class); *Perez v. Moss Bros. Auto Group, Inc., et al.*, Case No. RIC1709905, California Superior Court, County of Riverside, Judge Craig G. Reimer presiding (granting final approval of a wage and hour class action on behalf of current and former non-exempt employees of a car dealership involving claims for minimum wage violations, failure to pay all overtime wages, meal period violations, rest period violations, wage statement violations, and civil penalties under the PAGA); *Gonzalez v. Lacey Milling Company*, Case No. 19C-0361, California Superior Court, County of Kings, Judge Kathy Cuiffini presiding (approved as class counsel in a wage and hour class action on behalf of current and former non-exempt employees of flour packing company involving claims for meal and rest period violations, unlawful rounding policy, and claims for derivative penalties); *Manuel Alberto Alvino v. Family Ranch, Inc. et al.*, Case No. 19CECG04356, California Superior Court, County of Fresno, Honorable Kristi Culver Kapetan presiding (PAGA only approving a wage and hour PAGA only settlement on behalf of current and former agricultural workers involving claims of

unpaid non-productive and rest and recovery time, meal and rest period violations, facially deficient wage statements, and waiting time violations); *Massey v. Louidar*, Case No. RIC1905130, California Superior Court, County of Riverside, Honorable Sunshine Sykes, presiding (approved as class counsel in a wage and hour class action on behalf of current and former non-exempt employees of a restaurant involving claims for minimum wage and overtime violations, meal and rest period violations, and claims for derivative penalties); *Jesse Alvarez v. Associa Developer Services, Inc., et al.*, Case No. RIC1905170, California Superior Court, County of Riverside, Honorable Sunshine S. Sykes presiding (approved as class counsel in a wage and hour class action on behalf of current and former non-exempt employees of a property management company involving claims off-the-clock work, unpaid overtime, on-duty meal and rest periods, and claims for derivative penalties); *Saul Tamayo Diaz v. Antonini Bros.*, Case No. STK-CV-UOE-2020-0000823, California Superior Court, County of San Joaquin, Honorable George J. Abdallah presiding (approved as class counsel in a wage and hour case on behalf of current and former non-exempt truck drivers for unpaid minimum wages, meal and rest period violations, and derivative wage statement, waiting time, and PAGA civil penalties); *Manuel Alberto Alvino v. Aguayo Contracting, Inc.*, Case No. VCU281300, Superior Court of California, County of Tulare, Honorable David C. Mathias, presiding (approved as class counsel in a wage and hour class action on behalf of current and former agricultural workers for unpaid wages, meal and rest period violations, and derivate penalties); *Nazario Martinez v. JNM Contracting, Inc., et al.*, Case No. VCU282822, Superior Court of California, County of Tulare, Honorable Nathan D. Id presiding (approved as class counsel in a wage and hour class and representative action on behalf of current and former non-exempt agricultural workers for unpaid wages, meal and rest period violations, and derivative penalties); *Gabriel Valles v. Fresno Fab-Tech, Inc.*, Case No. 19CECG04218, Superior Court of California, County of Fresno, Honorable D.

Tyler Tharpe presiding (approved as class counsel in a wage and hour class action on behalf of metal fabricators for unpaid wages, meal and rest period violations, and associated penalties); *Maria E. Herrera De Quilo v. Yergat Packing Company, Inc.*, Case No. MCV085367, Superior Court of California, County of Madera, Honorable Michael J. Jurkovich presiding (approved as class counsel in a wage and hour class action on behalf of current and former agricultural workers for unpaid wages, meal violations, and derivative penalties); *Juan Olivares v. Brickley Construction Company, Inc.*, Case No. CIVSB2025107, Superior Court of California, County of San Bernardino, Honorable David Cohn presiding (approved as class counsel in wage and hour class action on behalf of construction workers for off-the-clock violations, regular rate violations, meal and rest period violations and related penalties); *Nora Ambris Cruz v. WMJ Farms, Incorporated*, Case No. VCU282915, Superior Court of California, County of Tulare, Honorable David C. Mathias presiding (approved as class counsel in a wage and hour class action on behalf of current and former agricultural workers for unpaid wages, meal and rest period violations, and derivative penalties).

6. I have also been named a Southern California Super Lawyers' Rising Star in the area of employment litigation five years in a row from 2019 to 2023. I was also recognized by TopVerdict for being part of a team that secured one of the top 50 labor and employment law settlements in California in 2019. I was further recognized by TopVerdict for securing two of the top one hundred labor and employment settlements in California in 2022. I am also active in the California employment and consumer law community. I am a member of the Consumer Attorneys Association of Los Angeles ("CAALA") and the California Employment Lawyers Association ("CELA") for which I serve on the CELA Wage and Hour Committee. I also participate in the CELA mentor program to provide mentorship and guidance to young attorneys interested in employment law. As counsel for Plaintiff and the proposed Settlement Class, I have been intimately involved in

every aspect of this case from its inception through the present, and I believe that the proposed Settlement is an excellent result for the Settlement Class.

7. Plaintiff Nand filed a putative class action complaint ("Nand Complaint") against Defendant CBG on November 18, 2020, in Los Angeles County Superior Court, Case No. 20STCV44100, which alleged causes of action for: (1) minimum wage violations; (2) failure to pay all overtime wages; (3) meal period violations; (4) rest period violations; (5) failure to reimburse for necessary business expenses; (6) wage statement violations; (7) waiting time penalties; (8) unfair competition; and, (9) failure to pay prevailing wages. Plaintiff Nand filed a First Amended Class and Representative Action Complaint ("Nand FAC") on March 23, 2021, to add an additional cause of action for civil penalties under the Private Attorneys General Act ("PAGA") pursuant to Labor Code Sections 2698 *et seq*. based on claims asserted in the PAGA letter Plaintiff Nand submitted to the LWDA on November 17, 2020 ("Nand PAGA Letter"). Attached hereto as **Exhibit D** is a true and correct copy of the Nand PAGA Letter.

8. Plaintiff Hernandez filed a class action complaint ("Hernandez Complaint") against Defendant CBG on March 17, 2021, in San Bernardino Superior Court, Case No. CIVSB2107947, which alleges causes of action for: (1) minimum wage violations; (2) failure to pay all overtime wages; (3) meal period violations; (4) rest period violations; (5) wage statement violations; (6) waiting time penalties; (7) unfair competition; and, (8) failure to pay prevailing wages. Plaintiff Hernandez filed a First Amended Class and Representative Action Complaint ("Hernandez FAC") on September 10, 2021, to add an additional cause of action for civil penalties under the PAGA based on claims asserted in the PAGA letter Plaintiff Hernandez submitted to the LWDA on or about July 1, 2021 ("Hernandez PAGA Letter"). Attached hereto as **Exhibit E** is a true and correct copy of the Hernandez PAGA Letter.

9. On March 27, 2022, Plaintiff Nand and Defendant CBG entered into

a stipulation to dismiss the Nand Complaint without prejudice for the purpose of coordinating/consolidating the Nand Complaint and the Hernandez Complaint in the San Bernardino Superior Court. On or about March 18, 2022, Plaintiff Barr submitted a PAGA letter to the LWDA and on or about March 21, 2022, Plaintiff Barr submitted an amended PAGA letter to the LWDA (collectively, "Barr PAGA Letter"). Attached hereto as **Exhibit F** is a true and correct copy of the March 18, 2022 Barr PAGA Letter. Attached hereto as **Exhibit G** is a true and correct copy of the March 21, 2022 Barr PAGA Letter.

10. On or about April 21, 2022, Plaintiff Hernandez filed a Second Amended Class and Representative Action Complaint ("SAC"), which served to: (i) include Plaintiff Nand as a named Plaintiff; (ii) include Plaintiff Barr as a named Plaintiff; (iii) include Defendant Christensen as a named Defendant; and (iv) add an additional cause of action for failure to pay overtime and minimum wage under the Fair Labor Standards Act ("FLSA").

11. On May 18, 2022, Defendants filed a Notice of Removal of Action Pursuant to 28 U.S.C. §§ 1331, 1441 and 1446.

12. On September 28, 2022, pursuant to stipulation and Court Order Plaintiffs filed the operative Third Amended Class and Representative Action Complaint ("TAC"), which (i) redefined the putative class to include only "Field Employees" (defined below) and (ii) contained additional factual allegations regarding the facially deficient wage statements. The: (i) Nand Complaint; (ii) Nand FAC; (iii) Nand PAGA Letter; (iv) Hernandez Complaint; (v) Hernandez FAC; (vi) Hernandez PAGA Letter; (vii) Barr PAGA Letter (viii) SAC; and, (ix) TAC are referred to collectively herein as the "Lawsuit."

13. On November 23, 2023, Plaintiffs filed their Motion of Class Certification Under Rule 23, Conditional Collective Action Certification, and Dissemination of Notice Pursuant to 29 U.S.C. § 216(B) ("Class Certification Motion") seeking to certify ten subclasses and one FLSA collective action class

comprised of CBG's Field Employees, defined as "all of Defendants' non-exempt employees in the following positions: Foreman, Operator, Pipelayer, Laborer, Cement Mason, Teamster, Driver, and similarly titled positions" who worked for Defendants from November 18, 2016, up to and through the date of the order granting class certification. On January 23, 2023, Defendants filed their Opposition to Plaintiffs' Motion for Class Certification. On February 13, 2023, Plaintiffs filed their Reply In Support of Motion for Class Certification Under Rule 23, Conditional Collective Action Certification, and Dissemination of Notice Pursuant to 29 U.S.C. § 216(B). On March 25, 2023, the Court heard oral argument.

14. On April 24, 2023, the Court issued its Order Denying Plaintiffs' Motion for Class Certification and Certification of FLSA Collective Action in its entirety finding (i) Plaintiffs lack standing to pursue the "facially deficient" wage statement claims and therefore could not certify any subclasses based on those claims, (ii) Plaintiffs failed to establish that Defendants engaged in any uniform practices upon which their theory of commonality for all the subclasses depends, and (iii) Plaintiffs failed to satisfy the more stringent second stage of the FLSA collective action certification analysis to certify the FLSA subclass.

15. On or about June 29, 2023, the Parties submitted the Stipulation to Dismiss the Individual and FLSA Claims with Prejudice with a Proposed Order.

16. The Parties have engaged in multiple rounds of formal discovery including: (i) Plaintiff Nand propounding discovery in the Nand Action, (ii) the Parties propounding multiple rounds of written class certification discovery in the Action, (iii) depositions of each named Plaintiff, (iv) depositions of CBG's Federal Rule of Civil Procedure ("FRCP"), Section 30(b)(6) witnesses, and (v) the depositions of at least 19 Class Members that provided declarations in support and against Plaintiffs' Motion for Class Certification. Through this discovery, Plaintiffs sought and obtained, employee handbooks, various relevant policies and procedures, contact information for prospective class members, and Class Member

time and pay records.

17. As part of Plaintiffs' Motion for Class Certification, Plaintiffs retained Ms. Laura R. Steiner, MPA and Mr. Gabriel Anello of Employment Research Corporation to conduct a detailed review of time and pay data produced by Defendants to determine: (1) the total number of Field Employees who worked for Defendants during the Class Period; (2) the total number of Field Employees currently employed by Defendants; (3) the total number of weekly pay periods and shifts worked by all Field Employees during the Class Period; (4) the total number of weekly pay periods worked by all Field Employees during the PAGA Period; (5) the average and median hourly rate of pay; (6) various shift lengths; and, (7) the number of meal period violations based on Field Employees' meal period records. Moreover, prior to both of the Parties' mediations (discussed below), Plaintiffs retained Mr. Jarrett Gorlick, a Partner and Senior Data Analyst with Berger Consulting Group, to conduct an in-depth damages analysis based on the claims and theories alleged in the TAC and Class Certification Motion.

18. On February 10, 2022, the Parties attended a mediation with the Hon. Ronald M. Sabraw (Ret), a well-respected mediator for wage and hour claims. During the mediation, as well as before, the Parties exchanged their respective positions on the legal theories and claims in the Action. The Parties were unable to reach a resolution at the mediation. On April 28, 2023, after the Court denied Plaintiffs' Motion for Class Certification, the Parties attended a second mediation with Ms. Nikki Tolt, Esq., another well-respected mediator for wage and hour claims. While the Parties did not reach a settlement at the end of mediation, the Parties continued to engage in settlement discussions with the assistance of Ms. Tolt, while also continuing to actively litigation the Action, and several weeks later were able to reach a class and representative wide global resolution, which included the material terms of the Settlement. Over the next several weeks, the Parties continued to draft and negotiate the long-form Settlement, which was finalized and

mutually executed on June 30, 2023 after resolving numerous disputes over the terms of the Settlement. Attached hereto as **Exhibit A** is a true and correct copy of the fully executed Stipulation of Class and PAGA Settlement (the "Settlement"). Lastly, Plaintiffs submitted the Settlement to the LWDA pursuant to Labor Code § 2699(1)(2) on June 30, 2023. Attached hereto as **Exhibit H** are true and correct copies of confirmations from the LWDA that the Settlement has been uploaded on behalf of each Plaintiff pursuant to Labor Code § 2699(1)(2). Plaintiffs will provide notice to the LWDA if the Court grants final approval of the proposed class and representative action settlement.

19. Based on the terms of the Settlement, the Net Settlement Amount is estimated at $55,750.00. Based on the estimated Net Settlement Amount divided by the Settlement Class of 340 individuals, the average recovery is $163.97.

- Maximum Settlement Amount $250,000.00
  - Attorney Fees $62,500.00
  - Costs $100,000.00
  - Administration Costs $6,000.00
  - Enhancement Payments $12,000.00
  - General Release Payments $10,000.00
  - PAGA Payment to LWDA $3,750.00[1]
- Net Settlement Amount $55,750.00

20. The following questions could be resolved using Defendants' time and payroll records, testimony from its corporate representatives, class member declarations, and common written policies:

- Whether Defendants' compensation plan is unlawful;
- Whether Defendants required or knowingly permitted non-exempt employees to forego meal breaks in violation of California Labor Code §§ 226.7 and 512, and IWC Wage Order 16-2001 as alleged herein;

[1] The total PAGA Payment allocated under the Settlement is $5,000.00.

- Whether Defendants' provided non-exempt employees a duty-free meal period within the first five (5) hours of work and/or a second duty-free meal period after ten (10) hours of work;
- Whether Defendants violated IWC Wage Orders by failing to provide non-exempt employees a duty-free rest period for every four hours of work or major fraction thereof;
- Whether Defendant violated California Labor Code § 510 and IWC Wage Orders by failing to pay overtime compensation to all non-exempt employees for hours in excess of eight (8) hours per workday or in excess of forty (40) hours per workweek;
- Whether Defendants violated California Labor Code § 226(a) by failing to furnish to non-exempt employees proper itemized wage statements as alleged herein;
- Whether Plaintiffs and the members of the Class are entitled to seek recovery of penalties for the Labor Code and IWC Wage Order violations alleged herein;
- Whether Defendants violated California Labor Code §§ 201 and 202 by failing to timely pay non-exempt employees all wages due at the conclusion of their employment relationship as alleged herein;
- Whether Defendants failed to reimburse non-exempt employees for necessary business expenses in violation of Labor Code § 2802; and
- Whether Defendants violated California Labor Code §§ 1194 and 1197 by failing to pay wages to all non-exempt employees for each hour worked as alleged herein.

21. With the assistance of Plaintiffs' retained experts, the following represents the potential class recovery if Plaintiffs fully prevailed on each of the claims, and an explanation of the factor's bearings on the amount of the compromise.

22. For Plaintiffs' failure to pay all wages claim, Plaintiffs alleged that: (1) Defendants failed to compensate the Class for all time worked, including pre-shift and post-shift work and that this practice led to unpaid minimum wages, straight time wages, overtime wages. To calculate the potential value of the claims in this Action, Plaintiffs and their expert analyzed all time and pay records for all Class Members during the time period of November 18, 2016 to July 7, 2022, which was the Class Period length at the time of Plaintiffs' initial analysis. Moreover, as part of settlement discussions, Defendants represented that the Class for settlement purposes consisted of approximately 340 individuals that worked approximately 16,500 weekly pay periods during the settlement Class Period. Plaintiffs' experts also determined that the average hourly rate of pay, including the prevailing wage rate of pay, was approximately $50.25 per hour. Further, based on interviews with numerous Class Members, Plaintiffs estimated that Class Members on average worked approximately one hour of uncompensated work per weekly pay period. Given that Plaintiffs' experts determined that the average shift length was approximately 8.0 hours, Plaintiffs allege this uncompensated time should have been paid at an overtime rate of pay. Based on these calculations, Plaintiffs determined that Defendants' maximum exposure on this claim was $1,243,770 (16,500 weekly pay periods * 1 hour of uncompensated off-the-clock work per weekly pay period * $75.38 average overtime rate of pay). However, this amount was significantly discounted due to: (1) the approximately 45% of all Class who signed individual releases purporting to release their right to participate in the litigation, which if enforceable would have significantly reduced the class size and therefore scope of potential liability; and (2) the denial of Plaintiffs' motion for class certification filed on November 23, 2023. As a result, Plaintiffs discounted this claim initially by 90%. Plaintiffs further discounted this claim again by 65% for the following reasons: (1) for the risk that the Court would not grant certification of this claim on a renewed motion for class certification, (2) that Plaintiffs would

not be successful on an appeal of an order denying a renewed motion for class certification, (3) for the risk that at trial, if Plaintiffs were able to certify this claim, the Court may find Defendants not liable on this claim do to a lack of employer control over Class Member's alleged pre-shift and post shift work, and (4) that the Court would find the amount of off-the-clock work performed was significantly less than Plaintiffs' estimate. Accordingly, Plaintiffs determined the realistic value of this claim is $43,531.95.

23. With respect to the prevailing wage claim, Plaintiffs allege Defendants primarily underpaid the Class for prevailing wage purposes by: (i) paying Class Members at a lower prevailing wage rate than they should have been paid based on the type of work performed; and (ii) paying Class Members at their regular hourly rate instead of the appropriate prevailing wage rate when working on public works projects Plaintiffs' experts determined that approximately 27.3% of the approximately 75,512 shifts (or 20,614) worked during the Class Period should have been paid at a prevailing wage rate. Of those shifts, Plaintiffs estimated based on a review of the time and pay data and interviews with Class Members that approximately 40% (or 8,245) were paid at the regular hourly rate instead of the prevailing wage rate or were paid at a lower prevailing wage rate classification than the Class Member was entitled to. Given Plaintiffs' expert determination that the average non-prevailing wage regular rate of pay was $41.54 and the average regular rate of pay during the Class Period when including the prevailing wage rate of pay was $50.25, Plaintiffs estimated that each underpaid prevailing wage rate hour worked was underpaid approximately $8.71 ($50.25 - $41.54) and that therefore Defendants' potential liability on this claim was $574,511.60 (8,245 shifts worked with under paid prevailing wages * 8.0 average shift length * $8.71 unpaid prevailing wages per hour). However, as stated above, this amount was significantly discounted due to: (1) signed individual releases, and (2) the denial of Plaintiffs' motion for class certification filed on November 23, 2023. As a result,

Plaintiffs initially discounted this claim by 90%. Plaintiffs further discounted this claim by another 55% for the following reasons: (1) for the risk that the Court would not grant certification of this claim on a renewed motion for class certification, (2) that Plaintiffs would not be successful on an appeal of an order denying a renewed motion for class certification, and (3) for the risk that at trial, if Plaintiffs were able to certify this claim, the Court would find the amount of unpaid prevailing wages was significantly less than Plaintiffs' estimate. Accordingly, Plaintiffs determined the realistic value of this claim is $25,853.02.

24. With respect to the meal period claims, Plaintiffs allege that Defendants did not provide compliant meal periods under *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal. 4th 1004 ("*Brinker*"), because: (1) first meal periods were not always provided and to the extent they were provided, they were provided *after* the fifth hour of work when including pre-shift work; and (2) second meal periods were not provided (nor scheduled) for shifts greater than 10-hours. Plaintiffs' experts determined that there was a Unique Meal Period Violation based on Defendants' records and Plaintiffs' allegation that shifts started before indicated on the time records on approximately 81.1% of 75,512 shifts worked during the Class Period. A Unique Meal Period Violation is defined as a shift with at least one of the following: (1) recorded 1st meal break after the end of the 5th hour for shifts greater than 5 hours, (2) 1st meal break less than 30 minutes for shifts greater than 5 hours, (3) no 1st meal break for shifts greater than 5 hours, (4) automatically-deducted meal breaks for shifts greater than 5 hours, or (5) no 2nd meal break for shifts greater than 10 hours. Based on this calculation, the value of this claim is $3,077,310 (61,240 Unique Meal Period Violations * $50.25 average meal period premium rate). However, as stated above, this amount was significantly discounted due to: (1) signed individual releases, and (2) the denial of Plaintiffs' motion for class certification filed on November 23, 2023. As a result, Plaintiffs initially discounted this claim by 90%. Plaintiffs further discounted this

claim by another 50% for the following reasons: (1) for the risk that the Court would not grant certification of this claim on a renewed motion for class certification, (2) that Plaintiffs would not be successful on an appeal of an order denying a renewed motion for class certification, and (3) for the risk that at trial, if Plaintiffs were able to certify this claim, the Court would find a lower meal period violation rate than Plaintiffs allege. Accordingly, Plaintiffs determined the realistic value of this claim is $153,865.50.

25. The failure to authorize rest periods claim was based on the allegation that Defendants did not provide compliant rest periods under *Brinker* because rest periods were not authorized (nor scheduled). To calculate the potential value of this claim, Plaintiffs and their experts applied a 100% violation rate for each shift worked by Class Members over 3.5 hours during the Class Period. Based on this calculation, the value of this claim is $3,610,613.25 (71,853 shifts over 3.5 hours * $50.25 average rest period premium rate). However, as with the above claims, this amount was significantly discounted due to the *Pick-Up-Stix* Agreements obtained by Defendants during the pendency of the Action and the Court's previous denial of class certification of this claim. Based on these factors and Defendants' generally compliant rest period policies, Plaintiffs discounted this claim by 95% for the risk that the Court would not grant certification of this claim on a renewed motion for class certification and that Plaintiffs would not be successful on an appeal of an order denying a renewed motion for class certification and another 65% for the risk that at trial, if Plaintiffs were able to certify this claim, the Court would find a lower rest period violation rate than Plaintiffs allege. Accordingly, Plaintiffs determined the realistic value of this claim is $63,185.73.

26. The failure to reimburse claim was based on the allegation that Defendants failed to reimburse Class Members for (i) cell-phone usage (ii) work boots (iii) safety vests, and/or (iv) hard hats under Labor Code § 2802. To calculate the potential value of this claim, Plaintiffs and their experts estimated each Class

Member is owed $350.00 in unreimbursed expenses. Based on this calculation, the value of this claim is $119,000 (340 Class Members * $350 in unreimbursed business expenses). However, as stated above, this amount was significantly discounted due to: (1) signed individual releases, and (2) the denial of Plaintiffs' motion for class certification filed on November 23, 2023. As a result, Plaintiffs initially discounted this claim by 90%. Plaintiffs further discounted this claim by another 50% for the following reasons: (1) for the risk that the Court would not grant certification of this claim on a renewed motion for class certification, (2) that Plaintiffs would not be successful on an appeal of an order denying a renewed motion for class certification, and (3) for the risk that at trial, if Plaintiffs were able to certify this claim, the Court would find a lesser amount of unreimbursed expenses than Plaintiffs allege. Accordingly, Plaintiffs determined the realistic value of this claim is $5,950.00.

27. Regarding the wage statement claim, Plaintiffs allege a stand-alone wage statement claim for Defendants' alleged failure to include the inclusive dates of the period for which the employee is paid and the name and address of the legal entity that is the employer. Moreover, Plaintiffs allege derivative wage statement violation for Defendants' alleged failure to pay all wages owed. To calculate the potential value of this claim, Plaintiffs and their experts determined the total number of Class Members employed between November 18, 2019 (estimated at 175 employees), and assumed a $4,000.00 maximum wage statement penalty per Class Member. Based on this calculation, the value of this claim is $700,000. However, as stated above, this amount was significantly discounted due to: (1) signed individual releases, and (2) the denial of Plaintiffs' motion for class certification filed on November 23, 2023. As a result, Plaintiffs initially discounted this claim by 90%. Plaintiffs further discounted this claim by another 50% for the following reasons: (1) for the risk that the Court would not grant certification of this claim on a renewed motion for class certification, (2) that Plaintiffs would not

be successful on an appeal of an order denying a renewed motion for class certification, and (3) for the risk that at trial, if Plaintiffs were able to certify this claim, the Court would find a lesser amount of penalties based on a finding that Plaintiffs lacked Article III standing to bring this claim in Federal Court and/or a finding that one or more of the unpaid wage claims that form the basis for the derivative wage statement claim lacked merit. Accordingly, Plaintiffs determined the realistic value of this claim is $35,000.

28. The waiting time penalty claim was based on the alleged failure to pay all wages owed to Class Members at the time of their separation of employment. To calculate the potential value of this claim, Plaintiffs and their experts determined the total number of Class Members who separated their employment with Defendants from November 18, 2017 to the present, which is the relevant time period for this claim, was 190. The estimated average waiting time penalty per former Class Member was calculated at $12,060.00 ($50.25 average hourly rate of pay * 8 hours per day * 30 days), resulting in a total maximum exposure of $2,291,400.00 (190 former employees x $12,060.00). However, as stated above, this amount was significantly discounted due to: (1) signed individual releases, and (2) the denial of Plaintiffs' motion for class certification filed on November 23, 2023. As a result, Plaintiffs initially discounted this claim by 90%. Plaintiffs further discounted this claim by another 65% for the following reasons: (1) for the risk that the Court would not grant certification of this claim on a renewed motion for class certification, (2) that Plaintiffs would not be successful on an appeal of an order denying a renewed motion for class certification, and (3) for failing to prevail on the merits, including an inability to establish willfulness. Accordingly, Plaintiffs determined the realistic value of this claim is $80,199.00.

29. Based on these figures, the total exposure if Plaintiffs were successful on all claims at trial is $11,616,605 (excluding penalties under the PAGA). However, the realistic exposure for all claims is $407,585.20. Accordingly, the

Maximum Settlement Amount of $250,00.00 represents approximately 61.34% of Plaintiffs' reasonably forecasted recovery, while avoiding the further expense and risk of proceeding with class certification and trial.

30. The PAGA claim presented even greater hurdles. Based on the total number of pay periods during the PAGA Period and alleged Labor Code violations in the Action, Plaintiffs calculated the maximum exposure at $608,200.00 (6,082 pay periods * $100 per initial violation). In this case in particular, Class Counsel heavily discounted the PAGA claim based on the potential risk that the claims posed manageability risks for trial. In addition, Plaintiffs discounted the PAGA claim further due to: (1) Defendants argument that Plaintiffs PAGA Notice failed to provide the necessary notice of claims alleged, and (2) the risk that Defendants could convince the Court to dramatically reduce the PAGA penalties because Defendants made efforts to comply with wage and hour laws through their employee handbook that the Court already found applied during the entire Class Period in its Order denying class certification. Based on the contested issues in this case, Plaintiffs discounted the PAGA exposure by 85%, resulting in an estimated realistic exposure of $91,230.00.

31. Plaintiffs demonstrate their ability to advocate for the interests of the class by initiating this litigation, gathering documents and information, preparing for and having their depositions taken, and obtaining a fair settlement on behalf of Settlement Class Members.

32. If Plaintiffs continued to prosecute the claims rather than accept the Settlement, they would have to engage in additional discovery disputes, file a renewed motion for class certification, prepare and file potential dispositive motions, engage in extensive trial preparation, and engage in years of appeals after a ruling on a renewed motion for class certification and/or dispositive motions and/or an eventual trial on the merits. Any one of these stages could have stopped the Class Members from obtaining any recovery.

33. Class Counsel will also apply for an attorneys' fees award of 25% of the Maximum Settlement Amount, which is currently estimated to be $62,500.00 and up to $100,000.00 in verified costs reimbursement. Plaintiffs submit the requested fee is fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a purely contingent fee basis. Class Counsel's efforts in this case include conducting pre-filing investigation, legal research and analysis regarding the merits of Plaintiffs' claims, Plaintiff's ability to recover penalties under the PAGA, propounding formal written discovery, reviewing documents and data provided by Defendants, drafting and filing Plaintiffs' Complaints and LWDA notice letters, drafting a mediation briefs, preparing for and attending two mediations, taking and defending 22 depositions, moving for class certification, drafting the long-form Settlement Agreement and Notice Packet, and otherwise litigating the case. Given the potential for adverse outcomes, the contingent risk borne by Class Counsel was great. The quality of Class Counsel's work, and the efficacy and dedication with which it was performed, should be compensated, especially given Class Counsel was still able to negotiate a class settlement despite the Court denying Plaintiffs' first motion for class certification. Class Counsel's previous experience in litigating wage and hour class and representative actions also supports the reasonableness of the fee request. Class Counsel is well-versed in wage and hour class and representative action litigation. Class Counsel's experience in similar matters was integral in evaluating the strengths and weaknesses of this case and the reasonableness of the Settlement. Because it is reasonable to compensate Class Counsel commensurate with their skill, reputation, and experience, the requested fee award of $62,500.00 is fair, reasonable and adequate, and should therefore be approved. Class Counsel also expects to expend additional attorney time in attending the hearing on this Motion, overseeing the Notice process and fielding questions from Class Members, preparing the final approval papers, and attending the Final Approval hearing.

34. As part of the motion for final approval, my office and my co-counsel will provide the Court with the information necessary for the Court to conduct a lodestar cross-check to determine the reasonableness of the fees requested. Moreover, my office and my co-counsel will provide under declaration our itemized cost lists for the Court's review and will only seek reimbursement of costs actually incurred.

35. The content of the Parties' proposed class action notice and Request for Exclusion Form ("Notice Packet") herein fully complies with due process and Rule 23. Attached hereto as **Exhibit B** is a true and correct copy of the class notice. Attached hereto as **Exhibit C** is a true and correct copy of Request for Exclusion Form. The Notice Packet provides the definition of the class, describes the nature of the action, and explains the procedure for contesting data used to calculate estimated Participating Member Payments under the Settlement. The Notice Packet specifies the date, time, and place of the Final Approval hearing, and informs Class Members of their options upon receiving the notice (i.e., opt out, object, dispute the number of weeks worked, or do nothing). It explains the scope of the release that will take effect unless Class Members timely opt out of the Settlement. The proposed notice also informs the Settlement Class how the Settlement amount will be used to compensate Class Counsel for the approved amount of costs and fees and the named Plaintiffs' Enhancement Payments and General Release Payments.

I declare under penalty of perjury under the laws of the State of California and the United States of America that the foregoing is true and correct.

Executed June 30, 2023 in Venice, California.

/s/ Daniel J. Brown
Daniel J. Brown

EXHIBIT A

STIPULATION OF CLASS AND PAGA SETTLEMENT

This Stipulation of Class and PAGA Settlement (**"Settlement Agreement"**) is reached by and between Plaintiffs Severo John Hernandez ("Plaintiff Hernandez"), Umeet Nand ("Plaintiff Nand"), & Kristofer Barr ("Plaintiff Barr") (**Collectively "Plaintiffs"**), individually and on behalf of all Aggrieved Employees and members of the Settlement Class, defined below, and Christensen Brothers General Engineering, Inc. ("CBG") and Caleb Christiansen ("CC") (**Collectively "Defendants"**), (Plaintiffs and Defendants are referred to herein as the **"Parties"**). Plaintiffs, Aggrieved Employees and the Settlement Class are represented by Sam Kim and Yoonis Han of Verum Law Group, APC & Daniel J. Brown and Ethan Surls of Stansbury Brown Law, PC (**"Class Counsel"**). Defendants are represented John Egley & Chris Scheithauer of Call & Jensen, APC.

Plaintiff Nand filed a putative class action complaint (**"Nand Complaint"**) against Defendant CBG on November 18, 2020, in Los Angeles County Superior Court, Case No. 20STCV44100, which alleged causes of action for: (1) minimum wage violations (2) failure to pay all overtime wages; (3) meal period violations; (4) rest period violations; (5) failure to reimburse for necessary business expenses; (6) wage statement violations; (7) waiting time penalties; (8) unfair competition; and, (9) failure to pay prevailing wages. Plaintiff Nand filed a First Amended Class and Representative Action Complaint (**"Nand FAC"**) on March 23, 2021, to add an additional cause of action for civil penalties under the Private Attorneys General Act (**"PAGA"**) pursuant to Labor Code Sections 2698 *et seq*. based on claims asserted in the PAGA letter Plaintiff Nand submitted to the LWDA on November 17, 2020 ("**Nand PAGA Letter"**). Plaintiff Hernandez filed a class action complaint (**"Hernandez Complaint"**) against Defendant CBG on March 17, 2021, in San Bernardino Superior Court, Case No. CIVSB2107947, which alleges causes of action for: (1) minimum wage violations (2) failure to pay all overtime wages; (3) meal period violations; (4) rest period violations; (5) wage statement violations; (6) waiting time penalties; (7) unfair competition; and, (8) failure to pay prevailing wages. Plaintiff Hernandez filed a First Amended Class and Representative Action Complaint (**"Hernandez FAC"**) on September 10, 2021, to add an additional cause of action for civil penalties under the Private Attorneys General Act (**"PAGA"**) pursuant to Labor Code Sections 2698 *et seq*. based on claims asserted in the PAGA letter Plaintiff Hernandez submitted to the LWDA on or about July 1, 2021 ("**Hernandez PAGA Letter"**). On March 27, 2022, Plaintiff Nand and Defendant CBG entered into a stipulation to dismiss the Nand Complaint without prejudice for the purpose of coordinating/consolidating the Nand Complaint and the Hernandez Complaint in the San Bernardino Superior Court. On or about March 18, 2022, Plaintiff Barr submitted a PAGA letter to the LWDA and on or about March 21, 2022, Plaintiff Barr submitted an amended PAGA letter to the LWDA (collectively, **"Barr PAGA Letter"**). On or about April 21, 2022, Plaintiff Hernandez filed a Second Amended Class and Representative Action Complaint (**"SAC")**, which served to: i) include Plaintiff Nand as a named Plaintiff; ii) include Plaintiff Barr as a named Plaintiff; iii) include Defendant CC as a named Defendant; and iv) add an additional cause of action for failure to pay overtime and minimum wage under the Fair Labor Standards Act ("FLSA"). On May 18, 2022, Defendants filed a Notice of Removal of Action Pursuant to 28 U.S.C. §§ 1331, 1441 and 1446. On May 18, 2022, the matter was removed to the United States District Court, Central District of California Case No. 5:22-cv-00836-AB-SP. On September 28, 2022, pursuant to stipulation, Plaintiffs filed a Third Amended Class and Representative Action Complaint (**"TAC"**), which i) redefined the putative class to include only "Field Employees" (defined below) and ii) contained additional factual allegations regarding the facially deficient

wage statements. The: i) Nand Complaint; ii) Nand FAC; iii) Nand PAGA Letter; iv) Hernandez Complaint; v) Hernandez FAC; vi) Hernandez PAGA Letter; vii) Barr PAGA Letter viii) SAC; and ix) TAC are referred to collectively herein as the **"Lawsuit."**

On May 2, 2023, and continuing thereafter in subsequent negotiations that occurred between then and the present, the Parties, represented by their respective counsel of record, privately mediated the Lawsuit, before Nikki Tolt, Esq., of Act Mediation, Inc. Prior to mediation, the Parties conducted significant investigation of the facts and law both through formal and informal discovery. This included review and analysis of Defendants' policies and putative class members' time records and payroll records. Counsel for the Parties have further investigated the applicable law as applied to the facts discovered regarding Plaintiffs' claims, the defenses thereto, and the damages and penalties claimed by Plaintiffs in the Lawsuit. The Parties were unable to reach a resolution at the mediation, but continued to have ongoing settlement discussions with the assistance of the mediator. On May 17, 2023, the Parties reached an agreement, which is now presented to the Court for approval.

Given the risks and uncertainties of litigation, the Parties have agreed to settle this Lawsuit on the terms set forth herein and subject to the approval of Court. Nothing herein shall be construed as an admission of any wrongdoing or of liability as the Settlement Agreement is intended solely to allow the Parties to buy their peace and resolve the disputed claims asserted in this Lawsuit.

1. **Certification for Settlement Purposes.** For the purposes of this Settlement Agreement only, the Parties stipulate to certification of the following Settlement Class:

    A. **Settlement Class –** The **"Class"** (or **"Class Members"**) is defined as all current and former "Field Employees" (Defined as Defendants' non-exempt employees in the positions of i) Foreman; ii) Operator; iii) Pipelayer; iv) Laborer; v) Cement Mason; vi) Teamster; vii) Driver; and viii) similarly titled positions) of Defendants who worked at any time during the period of November 18, 2016 through the earlier of 1) August 30, 2023 or 2) the date of Preliminary Approval (the "**Class Period"**).

The Parties agree that certification for purposes of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure or Federal Rule of Civil Procedure Rule 23.

If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

2. **Releases.**

    A. **Released Parties.** As referenced herein, **Released Parties** shall collectively mean: Defendant Christensen Brothers General Engineering, Inc., all its affiliated parties and entities, including its past and present affiliates, parents, subsidiaries, predecessors, owners, successors, shareholders, divisions, and each of these entities' past and present

directors, officers, managing agents, employees, agents, partners, benefit plans, shareholders and representatives, and Defendant Caleb Christensen.

B. **Released Class Claims.** All Class Members who do not opt out of the settlement (collectively, "**Settlement Class Members**") release Released Parties, from any and all wage and hour and/or wage payment claims, obligations, demands, actions, rights, causes of action, and liabilities (including state and common law claims) that accrued or arose during the Class Period that were alleged, or reasonably could have been alleged, based on the facts stated in the operative TAC and/or Plaintiffs' respective PAGA Letters, including: (a) failure to pay minimum wages; (b) failure to pay overtime wages; (c) failure to provide meal periods; (d) failure to provide rest periods; (e) failure to reimburse for necessary business expenses; (f) failure to provide accurate, itemized wage statements; (g) failure to pay final wages and/or waiting time penalties; (h) unfair competition; (i) failure to timely pay wages; (j) failure to pay all prevailing wages; and (k) all other claims that are or were asserted or that could have been asserted based on the facts alleged in the TAC and/or Plaintiffs' respective PAGA letters to the LWDA; and (l) penalties (including civil, statutory, and/or wage penalties, based on the underlying Labor Code violations), liquidated damages, interest, attorneys' fees, litigation costs, restitution, equitable relief, or additional damages which allegedly arise from the claims described in (a) through (k) above under any applicable law, except as stated herein. This release does not include any claims under the Fair Labor Standards Act 29 U.S.C. § 201 *et seq*. ("FLSA Claims"). However, this release specifically includes the following statutory claims: any and all claims that were pled or that could have been pled based on the facts alleged in the TAC arising under the California Labor Code, including, the California Labor Code §§ 200 *et seq.,* 201-204, 210, 223, 226, 226.7, 510, 512, 558, 558.1, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1771, 1742, 1774, 1775, 1776, 2698 *et seq.*, 2699 *et seq*., 2802, 2804, California Business & Professions Code §§ 17200, *et seq.*, and Wage Order No. 16 §§ 3, 4, 5(A), 7, 11, 12 (collectively "**Released Class Claims**"). The release extends to the limits of the Class Period.

C. **Released PAGA Claims.** Plaintiffs and all current and former non-exempt employees of Defendants who worked for Defendants at any time during the period of November 17, 2019 up to the earlier of i) the date the Court grants Preliminary Approval or ii) August 30, 2023 (the **"PAGA Period"**) (**"Aggrieved Employees"**) release the Released Parties from any and all claims for PAGA civil penalties that accrued or arose during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated in the operative TAC and/or Plaintiffs' PAGA Letters, including (a) failure to pay minimum wages; (b) failure to pay overtime wages; (c) failure to provide meal periods; (d) failure to provide rest periods; (e) failure to reimburse for necessary business expenses; (f) failure to provide accurate, itemized wage statements; (g) failure to pay final wages and/or waiting time penalties; (h) unfair competition; (i) failure to timely pay wages; and (j) failure to pay all prevailing wages. This release specifically includes claims for civil penalties under the PAGA that were pled or that could have been pled based on the facts alleged in the TAC and/or Plaintiffs' PAGA Letters arising under California Labor Code sections §§ 200 *et seq.,*

201-204, 210, 223, 226, 226.7, 510, 512, 558, 558.1, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1771, 1742, 1774, 1775, 1776, 2698 *et seq.*, 2699 *et seq*., 2802, and 2804 (collectively "**Released PAGA Claims**"). The release extends to the limits of the PAGA Period.

D. **Plaintiffs' Release of Known and Unknown Claims.** Plaintiffs agree to release, in addition to the Released Class and PAGA Claims described above, all claims, whether known or unknown, under federal law or state law against the Released Parties, including, without limitation, dismissing with prejudice and releasing any individual FLSA claims. Plaintiffs understand that this release includes known and unknown claims and that they are, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

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

However, to the extent that Plaintiffs have claims that cannot be released as a matter of law (i.e., workers' compensation claims), then those claims will not be released.

3. **Settlement Payment.** In exchange for the releases set forth in this Settlement Agreement, Defendants agree to pay a total maximum gross sum of Two Hundred Fifty Thousand Dollars ($250,000) ("**Maximum Settlement Amount**" or **"MSA"**) in full and complete settlement of this matter as follows:

A. **Funding of the Maximum Settlement Amount.** Defendants shall fund to the Settlement Administrator the Maximum Settlement Amount within 15 days after Final Approval (which, for this purpose, shall be defined as the date on which the Court enters an Order granting Final Approval, or solely in the event that there are any objections to the settlement, the filing of an objection being a prerequisite to the filing of an appeal, the later of: (i) the last date on which any appeal might be filed, or (ii) the successful resolution of any appeal(s) – including expiration of any time to seek reconsideration or further review) ("**Final Approval**").

B. **Disbursement of Maximum Settlement Amount.** Within fifteen (15) days following the full funding of the Maximum Settlement Amount with the Settlement Administrator by Defendants, the Settlement Administrator will calculate Participating Member Payments (defined below) and mail Participating Member Payments to Participating Member and transfer to Class Counsel its attorney's fees and verified costs.

C. **Releases Effective Upon Full Payment of the MSA.** The Releases identified in Paragraphs 2(A) - (D) above will only become effective upon Defendants' payment of the entire Maximum Settlement Amount. If Defendants fail to fully fund the Settlement the Releases described above will be null and void.

D. **Non-revisionary.** This is a non-reversionary settlement. The Maximum Settlement Amount Includes:

i. All payments to the Settlement Class, which is based on a class size of estimated at 340 employees during the Class Period and who worked a total of an estimated 16,500 workweeks during the Class Period.

ii. If the total number of workweeks worked by Settlement Class Members during the Class Period increases by more than 10% of the 16,500 workweeks (i.e., more than 1,650 additional workweeks), then Defendants will have the option to (1) pay an adjusted pro-rata settlement amount to reflect the increased number of workweeks beyond the original estimate of 16,500 workweeks; (2) cap the workweeks and the scope of the release as of the date that they exceed the above-referenced 10% threshold; or (3) terminate the Settlement Agreement.

iii. Settlement Administrator. All fees and expenses of the settlement administrator associated with the administration of the settlement, which are anticipated to be no greater than Six Thousand Dollars and Zero Cents ($6,000.00). The Parties agree to the appointment of Phoenix Settlement Administrators as the settlement administrator (**"Settlement Administrator"**) and to Class Counsel seeking Court approval to pay up to Six Thousand Dollars and Zero Cents ($6,000.00) from the Maximum Settlement Amount for the Settlement Administrator's services. The Settlement Administrator shall be responsible for sending all required notices in both English and Spanish, providing written reports to Class Counsel and defense counsel that, among other things, tally the number of Notices mailed or re-mailed, Notices returned undelivered, Requests for Exclusion, objections and disputes received from Class Members, calculating the Net Settlement Amount, calculating each Class Member's and Aggrieved Employees' Participating Member Payment, preparing all checks and mailings and disbursing all funds resulting from uncashed settlement checks as set forth in Paragraph 4(C), and providing declarations regarding the Settlement Administrator's background and services for Preliminary Approval, attesting to its due diligence and compliance with all of its obligations under this Agreement for Final Approval, and a final report detailing disbursement of the Maximum Settlement Amount in compliance with the Final Approval Order. The Settlement Administrator shall be authorized to pay itself from the Maximum Settlement Amount by Class Counsel only after checks have been mailed to all Aggrieved Employees and Settlement Class Members (collectively **"Participating Members"**).

iv. Enhancement Payment. Up to a total of Twelve Thousand Dollars ($12,000) for Enhancement Payments, to be divided equally between each named Plaintiff subject to Court approval (**"Enhancement Payments"**). Defendants will not object to a request for Class Representative Enhancement Payments of up to

$4,000 for each of the three named Plaintiffs in recognition of their time and risks in prosecuting this case and their service to the Settlement Class. These payments will be in addition to Plaintiffs' Participating Member Payments (defined below) as Participating Members and shall be reported on an IRS Form 1099 by the Settlement Administrator. It is the intent of the Parties that the Enhancement Payments to Plaintiffs are for their service in connection with this Lawsuit and are not wages, therefore the Settlement Administrator shall not withhold any taxes from the Enhancement Payments and shall report it on an IRS Form 1099, which shall be provided to Plaintiffs and to the pertinent taxing authorities as required by law. Although it is the contemplation of the Parties that the Enhancement Payments do not represent wages, the Internal Revenue Service, the California Franchise Tax Board, or some other taxing authority may take the position that some or all of the Enhancement Payments constitute wages for income tax and withholding purposes. Plaintiffs agree to assume all responsibility for remitting to the Internal Revenue Service, the California Franchise Tax Board, and any other relevant taxing authority the amounts required by law, if any, to be withheld by Defendants from the Enhancement Payments paid under this Settlement Agreement, and all liability associated therewith. In the event that the Court reduces or does not approve the requested Enhancement Payments, the Settlement Agreement remains in full force and effect, Plaintiffs shall not have the right to revoke the settlement for that reason, and it shall remain binding.

v. General Release Payments to Named Plaintiffs. As consideration for executing individual general releases of all claims against Defendants, Plaintiffs will receive the following additional payments from the Maximum Settlement Amount, subject to Court approval: i) Four Thousand Dollars ($4,000) to Plaintiff Hernandez; ii) Four Thousand Dollars ($4,000) to Plaintiff Barr; and iii) Two Thousand Dollars ($2,000) to Plaintiff Nand (**"General Release Payments"**).

vi. Class Counsel Fees and Costs. Up to one fourth (1/4) of the Maximum Settlement Amount in attorneys' fees, which is currently estimated to be Sixty-Two Thousand Five Hundred Dollars ($62,500.00), plus up to One Hundred Thousand Dollars ($100,000.00) in verified costs and expenses related to the Lawsuit as supported by declaration. In the event that the Court reduces or does not approve Class Counsel's requested fees and costs, the unapproved amounts will become part of the net settlement amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised, responses to any intervenors and any appeals necessitated by those objections or intervenors. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when it pays the fee award as approved by the Court; and

vii. PAGA Amount. Five Thousand Dollars ($5,000.00) of the Maximum Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Three Thousand Seven Hundred Fifty Dollars ($3,750.00) will be payable to the Labor & Workforce Development Agency (**"LWDA Payment"**), and the remaining twenty-five percent (25%), or One Thousand Two Hundred and Fifty Dollars ($1,250.00) will be payable to the Aggrieved Employees as the **"PAGA Amount."** The LWDA Payment and PAGA Amount are collectively referred to herein as the "**PAGA Payment**."

E. **Payroll Tax Payments.** Defendants' share of payroll taxes shall be paid by Defendants separately, and not from the Maximum Settlement Amount.

4. **Participating Member Payment Procedures.** Participating Members are not required to submit a claim form to receive their share of the Settlement (**"Participating Member Payment"**). Participating Member Payments will be determined and paid as follows:

A. **Net Settlement Amount**: The Net Settlement Amount is the Maximum Settlement Amount after all the deductions in Section 3(D) above are made, including: (a) all costs/fees of settlement administration paid to the Settlement Administrator; (b) Enhancement Payment to Plaintiffs; (c) General Release Payments to Plaintiffs; (d) the LWDA Payment; and (e) costs and attorneys' fees for Class Counsel. The Net Settlement Amount shall be available for Participating Members. From the Net Settlement Amount, the Settlement Administrator will calculate each Participating Member Payment based on the following formula:

i. PAGA Amount. Each Aggrieved Employee who was employed by Defendants at any time during the PAGA Period, shall receive a portion of the One Thousand Two Hundred Fifty Dollars ($1,250.00) that has been designated as the PAGA Amount based on their proportionate share of PAGA Workweeks worked during the PAGA Period, by multiplying the PAGA Amount by a fraction, the numerator of which is the Aggrieved Employee's PAGA Workweeks during the PAGA Period, and the denominator of which is the total PAGA Workweeks of all Aggrieved Employees during the PAGA Period. A **"PAGA Workweek"** is any calendar week in which an Aggrieved Employee was employed by Defendants during the PAGA Period.

ii. Remainder. After payment of the PAGA Amount, the remainder of the Net Settlement Amount shall be distributed to each Settlement Class Member based on their proportionate share of Class Workweeks worked during the Class Period, by multiplying the remaining Net Settlement Amount by a fraction, the numerator of which is the Settlement Class Member's Class Workweeks during the Class Period, and the denominator of which is the total Class Workweeks of all Settlement Class Members during the Class Period. A **"Class**

Workweek" is any calendar week in which a Settlement Class Member was employed by Defendants during the Class Period.

B. **Participating Member Payment Tax Treatment**. For purposes of calculating applicable taxes and withholdings for the payment to Participating Members described in Paragraph 4(A)(ii), twenty percent (20%) of each such payment shall be designated as wages subject to W-2 reporting and normal payroll withholdings; the remaining eighty percent (80%) of each such payment shall be designated as penalties and interest subject to IRS Form 1099 reporting with no withholdings. Additionally, 100% of the PAGA Amount paid to Aggrieved Employees shall be designated as penalties and interest subject to IRS Form 1099 reporting with no withholdings. Notwithstanding the treatment of these payments to each Participating Member above, none of the Participating Member Payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans.

C. **Deadline to Negotiate Participating Member Payment**. Each Participating Member who receives a Participating Member Payment must negotiate the settlement check within one hundred eighty (180) days from the date of issuance. The one hundred eighty (180) day expiration of the settlement checks will be pre-printed on the front of the settlement check. Any funds payable to Settlement Class Members whose checks are not negotiated within one hundred eighty (180) days period will not be reissued, except for good cause and as mutually agreed by the Parties in writing. If a Participating Member does not cash his or her settlement check within 180 days, the uncashed funds, subject to Court approval, shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code §1500, *et. seq*. for the benefit of those Participating Members who did not cash their checks until such time that they claim their property. The Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code § 384, as the entire Net Settlement Fund will be paid out to Participating Members, whether or not they cash their settlement checks.

D. Neither Plaintiffs nor Defendants shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by his, her, or its own acts of omission or commission, the same is true for the Settlement Administrator.

5. **Preliminary Approval**. Plaintiffs shall apply to the Court for the entry of an Order:

A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;

B. Appointing Sam Kim and Yoonis Han of Verum Law Group & Daniel J. Brown and Ethan Surls of Stansbury Brown Law, PC as Class Counsel;

C. Appointing Severo John Hernandez, Umeet Nand, and Kristofer Barr as the Class Representatives for the Settlement Class;

D. Approving Phoenix Settlement Administrators as Settlement Administrator;

E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;

F. Approving the form and content of the Class Notice Packet (which is comprised of the Class Notice and Request for Exclusion Form), and directing the mailing of same in English and Spanish;

G. Scheduling a Final Approval hearing;

H. Plaintiffs shall submit the proposed settlement to the Labor Workforce Development Agency ("LWDA") pursuant to Labor Code § 2699(l)(2). Proof of this submission will be provided to the Court and to Defendants' counsel; and

I. If Final Approval is granted, Plaintiffs shall submit a copy of the District Court's judgement to the LWDA after entry of the judgement or order, pursuant to Labor Code § 2699(l)(3).

6. **Notice Procedures**. Following preliminary approval, the Settlement Class and Aggrieved Employees shall be notified as follows:

A. Within thirty (30) days after entry of an order preliminarily approving this Settlement Agreement, Defendants will provide the Settlement Administrator with a class list (in electronic format) including the names, last known addresses, and social security numbers, to the extent known, of Aggrieved Employees and Class Members, as well as dates of employment for the Settlement Administrator to use to determine the Class and PAGA Workweeks worked by each Aggrieved Employee and Class Member during the Class Period.

B. Within seven (7) days from receipt of the class list information, the Settlement Administrator shall: (i) run the names of all Class Members and Aggrieved Employees through the National Change of Address ("NCOA") database to determine any updated addresses for Class Members and Aggrieved Employees; (ii) update the addresses of any Class Member or Aggrieved Employee for whom an updated address was found through the NCOA search; and (iii) mail the Notice Packet to each Class Member and Aggrieved Employee in English and Spanish at their last known address or at the updated address found through the NCOA search, and retain proof of mailing.

C. The Settlement Administrator shall use its best professional efforts, including utilizing a "skip trace," to track any Class Member's and Aggrieved Employee's mailing returned as undeliverable, and will re-send the Notice Packet promptly upon identifying updated mailing addresses through such efforts. The address identified by the

Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member and Aggrieved Employee.

D. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline (defined below) shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Class Member or Aggrieved Employee immediately, and in any event within three (3) business days of obtaining the updated address.

E. **Opt-Out/Request for Exclusion Procedures.** Any Class Member who wishes to opt-out of the Settlement must complete and mail a Request for Exclusion Form to the Settlement Administrator within Sixty (60) days of the date of the initial mailing of the Notice Packets (the "**Response Deadline**").

i. The Request for Exclusion Form must: (1) contain the name, address, telephone number of the Class Member; (2) contain a statement that the Class Member wishes to be excluded from the class settlement; (3) be signed by the Class Member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion Form fails to comply with items (1), (2), or (4), it will not be deemed a valid Request for Exclusion from this settlement, except a Request for Exclusion Form not containing a Class Member's telephone number will be deemed valid. The date of the postmark on the Request for Exclusion Form, shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Class Member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the settlement (although the PAGA settlement and release provisions will apply to each such individual, and such individual shall be entitled to their share of the PAGA Amount) or have any right to object, intervene, appeal, or comment thereon. Any Class Member who does not submit a Request for Exclusion Form is automatically deemed a Settlement Class Member.

F. **Objections.** Members of the Settlement Class who do not request exclusion may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendants' counsel as well as filing them with the Court). Defendants' counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval, unless filed within ten (10) days of the Motion for Final Approval filing deadline, in which case Defendants' counsel and Class Counsel shall have ten (10) days to respond. To be valid, any objection must: (1) contain the objecting Class Member's full name and current address; (2) include all

objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) objections must be postmarked on or before the Response Deadline.

G. **Challenges to Participating Member Payment Calculations.** Each Notice Packet mailed to a Class Member or Aggrieved Employee shall disclose the amount of the Class Member's or Aggrieved Employee's estimated Participation Payment as well as all of the information that was used from Defendants' records in order to calculate the Participating Member Payment, including the number of Class Workweeks during the Class Period and PAGA Workweeks during the PAGA Period. Class Members and Aggrieved Employees will have the opportunity, should they disagree with Defendants' records regarding the number of Class Workweeks or PAGA Workweeks stated in their Notice Packet to challenge the data provided. In order to challenge Defendants' data, the Class Member or Aggrieved Employee must provide documentation and/or an explanation demonstrating that Defendants' data is incorrect and evidencing the correct number of Class Workweeks or PAGA Workweeks that the Class Member or Aggrieved Employee believes they should have been credited with and/or evidence of the correct date their employment ended. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. The Settlement Administrator shall provide a copy of the challenge and any supporting documentation to counsel for the Parties within five (5) days of receipt.

H. **Dispute Resolution.** The Settlement Administrator shall have the responsibility of resolving all disputes that arise during the settlement administration process, including, without limitation, disputes (if any) regarding the calculation of Class Member's or Aggrieved Employee's Participating Member Payment, the allocation of W-2 wages, and the number of Class Workweeks and PAGA Workweeks. Where the information submitted by Defendants from its records differ from the information submitted by the Class Member or Aggrieved Employee, the Settlement Administrator shall request a conference call between the Settlement Administrator, Class Counsel, and defense counsel to discuss and resolve the dispute. In advance of the conference call, the Settlement Administrator shall email copies of all available information to all counsel. After consulting with the Parties to determine whether an adjustment is warranted, the Settlement Administrator will finally determine the eligibility for and amount of any Participating Member Payment. Such determination shall be binding upon the Class Member, Aggrieved Employee, and the Parties.

7. **Final Approval Process.** Following preliminary approval and the close of Response Deadline under this Settlement Agreement, Plaintiffs shall apply to the Court for entry of an Order:

A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;

B. Approving Plaintiffs' application for Settlement Administrator's fees and expenses, Plaintiff's Enhancement Payment, General Release Payments, Class Counsel's attorneys' fees, Class Counsel's costs and expenses, and the PAGA Payment; and

C. Entering judgment pursuant to FRCP Rule 58.

8. **Non-Admission.** Defendants deny that they have engaged in any unlawful activity, that they have failed to comply with the law in any respect, that it has any liability to anyone under the claims asserted in the Lawsuit, and that but for this settlement a class should not be certified in this Lawsuit. Nothing in this Settlement Agreement is intended or shall be construed as an admission of liability or wrongdoing by Defendants. Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this settlement. The Parties have entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

9. **Amendments or Modifications.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by the Parties or their representatives, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

10. **Defendants' Right to Void**. If 5 or more members of the Class timely submit opt-out requests, Defendants shall have the right (but not the obligation) to void this Settlement at any time before Final Approval. The Parties shall not encourage anyone to opt-out of the Settlement. If Defendants exercise this right and if any settlement administration costs are due and payable, Defendants agree that it will be solely responsible for paying the outstanding settlement administration costs.

11. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery or by e-mail at the addresses of the Parties' representatives set forth below, or such other addresses as the Parties may designate in writing from time to time:

if to Defendants:

John T. Egley, Esq.
Chris C. Scheithauer, Esq.
CALL & JENSEN, APC
610 Newport Center Drive, Suite 700
Newport Beach, CA 92660
jegley@calljensen.com
cscheithauer@calljensen.com

if to Plaintiffs:

Sam Kim, Esq.
Yoonis Han, Esq.
Verum Law Group, APC
360 N. Pacific Coast Highway, Suite 1025
El Segundo, CA 90245
skim@verumlg.com
yhan@verumlg.com

OR

Daniel J. Brown, Esq.
Ethan C. Surls, Esq.
STANSBURY BROWN LAW, PC
2610 ½ Abbot Kinney Blvd.
Venice, CA 90291
dbrown@stansburybrownlaw.com
esurls@stansburybrownlaw.com

12. **Entire Agreement**. This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof. In the event that any Party shall move to enforce the provisions of this Settlement Agreement, the prevailing party shall be entitled to recover their or its expenses, including reasonable attorneys' fees, in addition to any other relief to which the Party is found entitled.

13. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

14. **Failure to Obtain Final Approval**. If the court fails to grant either preliminary or final approval, the Parties shall be restored to their positions at the time of the execution of this memorandum, with the exception that if any settlement administration costs are due and payable, Plaintiffs and Defendants agree to split those costs evenly (50% from Plaintiffs; 50% from Defendants).

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[SIGNATURES ON FOLLOWING PAGE]

EXECUTION BY PARTIES AND COUNSEL

Date: 6/29/2023

DocuSigned by:
75B270EF9349456...
Severo John Hernandez, Plaintiff

Date: _____

Umeet Nand, Plaintiff

Date: _____

Kristofer Barr, Plaintiff

Date: _____

Caleb Christensen, on behalf of Defendant Christensen Brothers General Engineering, Inc.

Date: _____

Caleb Christensen, Defendant

Approved as to form:
Date: _____

CALL & JENSEN, APC

John T. Egley, Esq.
Chris C. Scheithauer, Esq.
Counsel for Defendants

Date: _____

VERUM LAW GROUP, APC

Sam Kim, Esq.
Yoonis Han, Esq.
Counsel for Plaintiffs and the Class

Date: _____

STANSBURY BROWN LAW, PC

Daniel J. Brown, Esq.
Ethan C Surls, Esq.
Counsel for Plaintiffs Severo John Hernandez, Kristofer Barr, and the Class

EXECUTION BY PARTIES AND COUNSEL

Date: _____

Severo John Hernandez, Plaintiff

Date: 6/29/2023

Umeet Nand, Plaintiff

Date: _____

Kristofer Barr, Plaintiff

Date: _____

Caleb Christensen, on behalf of Defendant Christensen Brothers General Engineering, Inc.

Date: _____

Caleb Christensen, Defendant

Approved as to form:
Date: _____

CALL & JENSEN, APC

John T. Egley, Esq.
Chris C. Scheithauer, Esq.
Counsel for Defendants

Date: _____

VERUM LAW GROUP, APC

Sam Kim, Esq.
Yoonis Han, Esq.
Counsel for Plaintiffs and the Class

Date: _____

STANSBURY BROWN LAW, PC

Daniel J. Brown, Esq.
Ethan C Surls, Esq.
Counsel for Plaintiffs Severo John Hernandez, Kristofer Barr, and the Class

EXECUTION BY PARTIES AND COUNSEL

Date: _____

Severo John Hernandez, Plaintiff

Date: _____

Umeet Nand, Plaintiff

Date: 6/29/2023

DocuSigned by:
Kristofer Barr
56D6A157217D436...

Kristofer Barr, Plaintiff

Date: _____

Caleb Christensen, on behalf of Defendant Christensen Brothers General Engineering, Inc.

Date: _____

Caleb Christensen, Defendant

Approved as to form:
Date: _____

CALL & JENSEN, APC

John T. Egley, Esq.
Chris C. Scheithauer, Esq.
Counsel for Defendants

Date: 6/30/2023

VERUM LAW GROUP, APC

Sam Kim, Esq.
Yoonis Han, Esq.
Counsel for Plaintiffs and the Class

Date: June 30, 2023

STANSBURY BROWN LAW, PC

Daniel J. Brown, Esq.
Ethan C Surls, Esq.
Counsel for Plaintiffs Severo John Hernandez, Kristofer Barr, and the Class

EXECUTION BY PARTIES AND COUNSEL

Date: _____

Severo John Hernandez, Plaintiff

Date: _____

Umeet Nand, Plaintiff

Date: _____

Kristofer Barr, Plaintiff

Date: 6/27/2023

Caleb Christensen

Caleb Christensen, on behalf of Defendant Christensen Brothers General Engineering, Inc.

Date: 6/27/2023

Caleb Christensen

Caleb Christensen, Defendant

Approved as to form:
Date: 6/30/2023

CALL & JENSEN, APC

John T. Egley, Esq.
Chris C. Scheithauer, Esq.
Counsel for Defendants

Date: _____

VERUM LAW GROUP, APC

Sam Kim, Esq.
Yoonis Han, Esq.
Counsel for Plaintiffs and the Class

Date: _____

STANSBURY BROWN LAW, PC

Daniel J. Brown, Esq.
Ethan C Surls, Esq.
Counsel for Plaintiffs Severo John Hernandez, Kristofer Barr, and the Class

EXHIBIT B

NOTICE OF CLASS ACTION SETTLEMENT
UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

SEVERO JOHN HERNANDEZ, UMEET NAND, KRISTOPHER BARR, on behalf of themselves and all others similarly situated, Plaintiffs, v. CHRISTENSEN BROTHERS GENERAL ENGINEERING, INC., a California Corporation; CALEB CHRISTENSEN, and DOES 1-20, inclusive, Defendants.	Case No. 5:22-cv-00836 AB (SPx) Judge: Hon. André Birotte Jr. Courtroom: 7B **IMPORTANT LEGAL NOTICE - THIS LAWSUIT SETTLEMENT MAY AFFECT YOUR RIGHTS**

A federal court authorized this notice. This is not a solicitation from a lawyer. This is not a lawsuit against you and you are not being sued. However, your legal rights are affected whether you act or don't act.

IMPORTANT: YOU ARE ENTITLED TO MONEY IF THE COURT APPROVES THE SETTLEMENT DESCRIBED HEREIN

Mr./Ms. [Insert Name]:

THE RECORDS OF CHRISTENSEN BROTHERS GENERAL ENGINEERING, INC. AND CALEB CHRISTENSEN (COLLECTIVELY, "DEFENDANTS") SHOW YOU WERE OR ARE EMPLOYED BY ONE OR MORE OF THE DEFENDANTS AS A NON-EXEMPT FIELD EMPLOYEE, AT SOME TIME BETWEEN NOVEMBER 18, 2016 TO THE DATE OF PRELIMINARY APPROVAL, OR AUGUST 30, 2023, WHICHEVER IS EARLIER, AND YOU ARE ELIGIBLE FOR A PAYMENT FROM A CLASS AND REPRESENTATIVE ACTION SETTLEMENT.

IT IS ESTIMATED THAT YOUR POTENTIAL INDIVIDUAL SETTLEMENT PAYMENT WOULD BE $_____ PRIOR TO TAX WITHHOLDINGS AND YOUR POTENTIAL PAGA PAYMENT WOULD BE $_____.

IMPORTANT: 1) YOU WILL BE BOUND BY THIS SETTLEMENT AS TO THE RELEASED CLASS CLAIMS UNLESS YOU EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS; AND 2) YOU WILL BE BOUND BY THE SETTLEMENT AS TO THE RELEASED PAGA CLAIMS

PLEASE READ THIS NOTICE CAREFULLY.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing	You will receive a payment under the Settlement for the Released Class Claims and Released PAGA Claims.
Exclude Yourself as to the Class Claims	Receive no payment under the Settlement as to the Released Class Claims and retain all rights you may have against Defendants
Object	Write to Phoenix Settlement Administrators (contact information below) about why you object to the term(s) of the Settlement.
Go to a Hearing	Ask to speak in Court about the fairness of the Settlement.

YOUR RIGHTS AND OPTIONS - AND THE DEADLINES TO EXERCISE THEM - ARE EXPLAINED IN THIS NOTICE.

WHY DID YOU RECEIVE THIS NOTICE?

This notice explains the nature of this lawsuit, as well as a proposed settlement of this lawsuit, and informs you of your legal rights under that proposed settlement. You are receiving this notice because you may be a member of a class on whose behalf this class and representative action lawsuit has been brought. The Court has conditionally certified a Settlement Class for settlement purposes comprised of:

All current and former "Field Employees" (Defined as Defendants' non-exempt employees in the positions of i) Foreman; ii) Operator; iii) Pipelayer; iv) Laborer; v) Cement Mason; vi) Teamster; vii) Driver; and viii) similarly titled positions) of Defendants who worked at any time during the period of November 18, 2016 through the earlier of 1) August 30, 2023 or 2) the date of Preliminary Approval.

The Court has conditionally appointed as class counsel Verum Law Group, APC, and Stansbury Brown Law, PC ("Class Counsel").

WHAT IS THIS LAWSUIT ABOUT?

This settlement is the result of a lawsuit filed by Plaintiffs Severo John Hernandez ("Plaintiff Hernandez"), Umeet Nand ("Plaintiff Nand"), & Kristofer Barr ("Plaintiff Barr") (collectively, "Plaintiffs"). On November 18, 2020, Plaintiff Nand filed a putative class action complaint ("Nand Complaint") against Defendant CBG, in Los Angeles County Superior Court, Case No. 20STCV44100, which alleged causes of action for: (1) minimum wage violations (2) failure to pay all overtime wages; (3) meal period violations; (4) rest period violations; (5) failure to reimburse for necessary business expenses; (6) wage statement violations; (7) waiting time penalties; (8) unfair competition; and, (9) failure to pay prevailing wages. On March 23, 2021, Plaintiff Nand filed a First Amended Class and Representative Action Complaint ("Nand FAC") to add an

additional cause of action for civil penalties under the Private Attorneys General Act ("PAGA") pursuant to Labor Code Sections 2698 et seq. On March 17, 2021, Plaintiff Hernandez filed a class action complaint ("Hernandez Complaint") against Defendant CBG in San Bernardino Superior Court, Case No. CIVSB2107947, which alleges causes of action for: (1) minimum wage violations (2) failure to pay all overtime wages; (3) meal period violations; (4) rest period violations; (5) wage statement violations; (6) waiting time penalties; (7) unfair competition; and, (8) failure to pay prevailing wages. On September 10, 2021, Plaintiff Hernandez filed a First Amended Class and Representative Action Complaint ("Hernandez FAC") to add an additional cause of action for civil penalties under the Private Attorneys General Act ("PAGA") pursuant to Labor Code Sections 2698 et seq. On or about April 21, 2022, Plaintiff Hernandez filed a Second Amended Class and Representative Action Complaint ("SAC"), which served to: i) include Plaintiff Nand as a named Plaintiff; ii) include Plaintiff Barr as a named Plaintiff; iii) include Defendant CC as a named Defendant; and iv) add an additional cause of action for failure to pay overtime and minimum wage under the Fair Labor Standards Act ("FLSA"). On September 28, 2022, Plaintiffs filed a Third Amended Class and Representative Action Complaint ("TAC"), which i) redefined the putative class to include only "Field Employees" (defined below) and ii) contained additional factual allegations regarding the facially deficient wage statements. The: i) Nand Complaint; ii) Nand FAC; iii) Nand PAGA Letter; iv) Hernandez Complaint; v) Hernandez FAC; vi) Hernandez PAGA Letter; vii) Barr PAGA Letter viii) SAC; and ix) TAC are referred to collectively herein as the "Lawsuit."

Defendant denied the allegations in the Lawsuit, and continues to deny, that it failed to pay minimum, prevailing, and overtime wages, failed to provide meal or rest periods, failed to reimburse for necessary business expenses, failed to provide accurate itemized wage statements, failed to maintain records, failed to pay wages upon termination, committed unfair, unlawful, or fraudulent business practices, or violated PAGA, among other claims. Defendant denied any liability or wrongdoing of any kind associated with any of the claims alleged in the Lawsuit. In addition, the Court denied Plaintiffs' Motion for Class Certification and Certification of FLSA Collective Action.

THE COURT HAS NOT RULED ON THE MERITS OF PLAINTIFFS' CLAIMS, DEFENDANT'S DEFENSES, OR THE SUBSTANTIVE CONTENTIONS OF THE PARTIES. NO INFERENCES REGARDING THE MERITS OF THE LITIGATION SHOULD BE DRAWN FROM THE SENDING OF THIS NOTICE. THIS NOTICE IS NOT MEANT TO IMPLY THAT THERE HAS BEEN ANY VIOLATION OF LAW OR WRONGDOING BY ANY PARTY OR THAT A RECOVERY AFTER TRIAL COULD BE HAD IF THE LITIGATION IS NOT SETTLED.

SUMMARY OF THE SETTLEMENT

A. Why is there a settlement?

The Court denied Plaintiffs' Motion for Class Certification and Certification of FLSA Collective Action but did not rule on the merits of Plaintiffs' claims, and there was no trial. However, both sides agreed to a settlement. That way, they avoid the costs, risks, and uncertainty of a trial, and the people affected will get compensation. Plaintiffs and Class Counsel believe the settlement is fair, reasonable, adequate, and in the best interests of all members of the Settlement Class.

B. Who is in the Settlement Class?

All current and former "Field Employees" (defined as Defendants' non-exempt employees in the positions of i) Foreman; ii) Operator; iii) Pipelayer; iv) Laborer; v) Cement Mason; vi) Teamster; vii) Driver; and viii) similarly titled positions) of Defendants who worked at any time during the period of November 18, 2016 through the earlier of 1) August 30, 2023 or 2) the date of Preliminary Approval.

C. Who is a PAGA Group Member?

Plaintiffs and all current and former non-exempt employees of Defendants who worked for Defendants at any time during the period of November 17, 2019 up to the earlier of i) the date the Court grants Preliminary Approval, or ii) August 30, 2023.

D. Who are the attorneys representing the parties?

Class Counsel	**Counsel for Defendant**
VERUM LAW GROUP, APC Sam K. Kim skim@verumlg.com Yoonis J. Han yhan@verumlg.com 360 N. Pacific Coast Hwy, Suite 1025 El Segundo, CA 90245 Tel: (424) 320-2000 Fax: (424) 221-5010 **STANSBURY BROWN LAW, PC** Daniel J. Brown (Bar No. 307604) Ethan C. Surls (Bar No. 327605) 2610 ½ Abbot Kinney Blvd. Venice, CA 90291 Telephone: (323) 204-3124 dbrown@stansburybrownlaw.com esurls@stansburybrownlaw.com	**CALL & JENSEN, APC** John T. Egley, State Bar No. 232545 Chris C. Scheithauer, State Bar No. 184798 610 Newport Center Drive, Suite 700 Newport Beach, CA 92660 Telephone: (949) 717-3000 Facsimile: (949) 717-3100 jegley@calljensen.com cscheithauer@calljensen.com

E. What does the settlement provide?

Individual Settlement Payment

The Defendant will pay cash compensation to each Settlement Class Member based on the number of workweeks worked as a Settlement Class Member during the Settlement Class Period. The identified Settlement Class Members shall receive a pro rata share of the Net Settlement Amount. The amount to be distributed to the Settlement Class, or the "Net Settlement Amount," shall be

determined by deducting the amounts awarded for the Class Counsel Fees Award (up to $62,500.00 in attorney fees), Class Counsel Costs Award (up to $100,000.00 in costs), the Enhancement Payments to Plaintiffs (up to $12,000.00 total, and up $4,000.00 each), the General Release Payments to Plaintiffs (up to $10,000.00 total, specifically $4,000.00 to Plaintiff Hernandez, $4,000.00 to Plaintiff Barr, and $2,000 to Plaintiff Nand), portion of the PAGA Payment sent to the California Labor & Workforce Development Agency ($3,750.00), and Settlement Administration Costs ($6,000.00), from the total consideration of two hundred fifty thousand dollars ($250,000.00). It is estimated that the Net Settlement Amount will be approximately Fifty-Five Thousand Seven Hundred Fifty Dollars and Zero Cents ($55,750.00). Participating Members are not required to submit a claim form to receive their share of the Settlement ("Participating Member Payment").

Each Aggrieved Employee who was employed by Defendants at any time during the PAGA Period, shall receive a portion of the One Thousand Two Hundred Fifty Dollars ($1,250.00) that has been designated as the PAGA Amount based on their proportionate share of PAGA Workweeks worked during the PAGA Period, by multiplying the PAGA Amount by a fraction, the numerator of which is the Aggrieved Employee's PAGA Workweeks during the PAGA Period, and the denominator of which is the total PAGA Workweeks of all Aggrieved Employees during the PAGA Period. A "PAGA Workweek" is any calendar week in which an Aggrieved Employee was employed by Defendants during the PAGA Period.

After payment of the PAGA Amount, the remainder of the Net Settlement Amount shall be distributed to each Settlement Class Member based on their proportionate share of Class Workweeks worked during the Class Period, by multiplying the remaining Net Settlement Amount by a fraction, the numerator of which is the Settlement Class Member's Class Workweeks during the Class Period, and the denominator of which is the total Class Workweeks of all Settlement Class Members during the Class Period. A "Class Workweek" is any calendar week in which a Settlement Class Member was employed by Defendants during the Class Period.

Each Participating Member who receives a Participating Member Payment must negotiate the settlement check within one hundred eighty (180) days from the date of issuance. The one hundred eighty (180) day expiration of the settlement checks will be pre-printed on the front of the settlement check. Any funds payable to Settlement Class Members whose checks are not negotiated within one hundred eighty (180) days period will not be reissued, except for good cause and as mutually agreed by the Parties in writing. If a Participating Member does not cash his or her settlement check within 180 days, the uncashed funds, subject to Court approval, shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code §1500, et. seq. for the benefit of those Participating Members who did not cash their checks until such time that they claim their property.

For purposes of calculating applicable taxes and withholdings for the payment to Participating Class Members, twenty percent (20%) of each such payment shall be designated as wages subject to W-2 reporting and normal payroll withholdings; the remaining eighty percent (80%) of each such payment shall be designated as penalties and interest subject to IRS Form 1099 reporting with no withholdings. Additionally, 100% of the PAGA Amount paid to Aggrieved Employees shall be designated as penalties and interest subject to IRS Form 1099 reporting with no withholdings. Notwithstanding the treatment of these payments to each Participating Member above, none of the

Participating Member Payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans.

F. What will I get?

Participating Member Settlement Payments

The records of the Defendant indicate that, between November 18, 2016 and August 30, 2023, or the date of Preliminary Approval, whichever is earlier (the "Class Period"), you worked the number of workweeks listed below as a non-exempt employee:

Workweeks worked
[INSERT WORKWEEK]

Based on this number of workweeks worked, it is estimated that your payment as a Settlement Class Member will be [INSERT AMOUNT] prior to tax withholdings.

The records of the Defendant indicate that, between November 17, 2019 and August 30, 2023, or the date of preliminary approval, whichever is earlier, you worked the number of pay periods listed below as a non-exempt employee:

Workweeks worked
[INSERT PAY PERIODS]

Based on this number of pay periods worked, it is estimated that your PAGA Payment will be [INSERT AMOUNT].

Class Members and Aggrieved Employees will have the opportunity, should they disagree with Defendants' records regarding the number of Class Workweeks or PAGA Workweeks stated in their Notice Packet to challenge the data provided. In order to challenge Defendants' data, the Class Member or Aggrieved Employee must provide documentation and/or an explanation demonstrating that Defendants' data is incorrect and evidencing the correct number of Class Workweeks or PAGA Workweeks that the Class Member or Aggrieved Employee believes they should have been credited with and/or evidence of the correct date their employment ended. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. The Settlement Administrator shall provide a copy of the challenge and any supporting documentation to counsel for the Parties within five (5) days of receipt.

G. What is the Enhancement Payment to the named Plaintiffs?

Subject to Court approval, Plaintiffs will be paid "Enhancement Payments" in an amount up to four thousand dollars ($4,000.00) each, for their service as the class representative, and their time, effort and risk in bringing and prosecuting the Lawsuit.

H. What is the General Release payment to the Plaintiff?

Subject to Court approval, Plaintiffs will be paid "General Release Payments," as follows: i) Four Thousand Dollars ($4,000) to Plaintiff Hernandez; ii) Four Thousand Dollars ($4,000) to Plaintiff Barr; and iii) Two Thousand Dollars ($2,000) to Plaintiff Nand, for their execution of a general release and waiver of Civil Code § 1542, including the release of non-wage related claims that Plaintiffs may have against Defendants.

I. How will Class Counsel be paid?

Class Counsel will apply to the Court for an award of reasonable attorneys' fees in an amount up thirty percent (25%) of two hundred fifty thousand dollars ($250,000.00) recovered for the class (*i.e.*, $62,500,000.00) and an award of reasonable costs up to one hundred thousand dollars ($100,000.00). Any portion of the requested Class Counsel fees or Class Counsel costs that is not awarded to Class Counsel shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members.

J. What are you giving up to get a payment or stay in the Settlement Class?

All Class Members who do not opt out of the settlement (collectively, "**Settlement Class Members**") release Released Parties, from any and all wage and hour and/or wage payment claims, obligations, demands, actions, rights, causes of action, and liabilities (including state and federal statutory and common law claims) that accrued or arose during the Class Period that were alleged, or reasonably could have been alleged, based on the facts stated in the operative TAC and/or Plaintiffs' respective PAGA Letters, including: (a) failure to pay minimum wages; (b) failure to pay overtime wages; (c) failure to provide meal periods; (d) failure to provide rest periods; (e) failure to reimburse for necessary business expenses; (f) failure to provide accurate, itemized wage statements; (g) failure to pay final wages and/or waiting time penalties; (h) unfair competition; (i) failure to timely pay wages; (j) failure to pay all prevailing wages; and (k) all other claims that are or were asserted or that could have been asserted based on the facts alleged in the TAC and/or Plaintiffs' respective PAGA letters to the LWDA; and (l) penalties (including civil, statutory, and/or wage penalties, based on the underlying Labor Code violations), liquidated damages, interest, attorneys' fees, litigation costs, restitution, equitable relief, or additional damages which allegedly arise from the claims described in (a) through (k) above under any applicable law, except as stated herein. This release does not include any claims under the Fair Labor Standards Act 29 U.S.C. § 201 *et seq*. ("FLSA Claims"). However, this release specifically includes the following statutory claims: any and all claims that were pled or that could have been pled based on the facts alleged in the TAC arising under the California Labor Code, including, the California Labor Code §§ 200 *et seq.,* 201-204, 210, 223, 226, 226.7, 510, 512, 558, 558.1, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1771, 1742, 1774, 1775, 1776, 2698 *et seq.*, 2699 *et seq*., 2802, 2804, California Business & Professions Code §§ 17200, *et seq.*, and Wage Order No. 16 §§ 3, 4, 5(A), 7, 11, 12 (collectively "**Released Class Claims**"). The release extends to the limits of the Class Period.

K. What are you giving up as a PAGA Group Member?

Plaintiffs and all current and former non-exempt employees of Defendants who worked for Defendants at any time during the period of November 17, 2019 up to the earlier of i) the date the Court grants Preliminary Approval or ii) August 30, 2023 (the **"PAGA Period"**) (**"Aggrieved Employees"**) release the Released Parties from any and all claims for PAGA civil penalties that accrued or arose during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated in the operative TAC and/or Plaintiffs' PAGA Letters, including (a) failure to pay minimum wages; (b) failure to pay overtime wages; (c) failure to provide meal periods; (d) failure to provide rest periods; (e) failure to reimburse for necessary business expenses; (f) failure to provide accurate, itemized wage statements; (g) failure to pay final wages and/or waiting time penalties; (h) unfair competition; (i) failure to timely pay wages; and (j) failure to pay all prevailing wages. This release specifically includes claims for civil penalties under the PAGA that were pled or that could have been pled based on the facts alleged in the TAC and/or Plaintiffs' PAGA Letters arising under California Labor Code sections §§ 200 *et seq.,* 201-204, 210, 223, 226, 226.7, 510, 512, 558, 558.1, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1771, 1742, 1774, 1775, 1776, 2698 *et seq.*, 2699 *et seq*., 2802, and 2804 (collectively "**Released PAGA Claims**"). The release extends to the limits of the PAGA Period.

THE SETTLEMENT HEARING

The Court will conduct a final fairness hearing regarding the proposed Settlement (the "Final Settlement Hearing") on [INSERT DATE], at [INSERT TIME], in Courtroom 7B of the United States District Court for the Central District of California, 350 West First Street, Los Angeles, CA 90012. The Court will determine: (i) whether the Lawsuit should be finally certified as a class action solely and exclusively for Settlement purposes; (ii) whether the Settlement should be given the Court's final approval as fair, reasonable, adequate and in the best interests of the Settlement Class Members, and if so, whether to enter a judgment; (iii) whether the Settlement Class Members should be bound by the terms of the Settlement and the Released Class Claims; (iv) whether PAGA Group Members will be bound by the Judgment entered by the Court as to the Released PAGA Claims; (v) the amount of the attorneys' fees and expenses to be awarded to Class Counsel; and (vi) the amount that should be awarded to Plaintiffs for the Enhancement Payments and the General Release Payments. At the Final Settlement Hearing, the Court will hear all timely objections, as well as arguments for and against the proposed Settlement. Assuming you do not elect to exclude yourself from the Settlement, you have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, or to enter an appearance and represent yourself. If you choose to hire an attorney, you will be responsible for your own attorney's fees. The Court has reserved the right to adjourn the Final Settlement Hearing to consider any issue, without further notice of any kind. The Court's final judgment will be posted on the Settlement Administrator's website (INSERT WEBSITE).

The above date of the final approval hearing may change without further notice to you. You may check the settlement website or the Court's PACER site to confirm that the date has not been changed. You may log onto the Court's PACER website by going to https://pacer.login.uscourts.gov/csologin/login.jsf. If you do not already have a PACER login, you may register for a new PACER account at https://pacer.psc.uscourts.gov/pscof/registration.jsf.

Once you log in, you can access the case docket by performing a search through the PACER Case Locator, by using the case number (Case No. 5:22-cv-00836 AB (SPx)). For further assistance, you can also access the PACER User Manual at https://pacer.uscourts.gov/help/pacer/pacer-user-manual.

WHAT ARE YOUR OPTIONS?

OPTION 1 – *REMAIN A SETTLEMENT CLASS MEMBER*. IF YOU WISH TO REMAIN A SETTLEMENT CLASS MEMBER AND OBTAIN ANY SHARE OF THE SETTLEMENT THAT YOU MAY BE ENTITLED TO RECEIVE. YOU DO NOT NEED TO DO ANYTHING OTHER THAN MAKE SURE THE SETTLEMENT ADMINISTRATOR HAS YOUR CURRENT ADDRESS. YOU ARE NOT REQUIRED TO GO TO COURT OR PAY ANYTHING TO THE LAWYERS IN THIS CASE. If the Court approves the proposed Settlement, you automatically will be mailed your share of the Settlement proceeds. If the Court does not approve the Settlement, the lawsuit will continue, and you may or may not be designated a class member at a later time. If your address information is incorrect or you move, provide your current address to: [INSERT ADMINISTRATOR ADDRESS, PHONE, FAX, AND EMAIL ADDRESS].

OPTION 2 – *REMAIN A CLASS MEMBER AND OBJECT TO THE SETTLEMENT*. If you wish to remain a Settlement Class Member, but you object to the proposed Settlement (or any of its terms) and wish the Court to consider your objection at the Final Settlement Hearing, you should put your objection in writing. To be valid, any objection must: (1) contain the objecting Class Member's full name and current address; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) objections must be postmarked on or before the Response Deadline.
You must mail the written objection to [INSERT ADMINISTRATOR ADDRESS]. To be valid and effective, all objections to the approval of the Settlement must be postmarked to the Settlement Administrator no later than [INSERT DATE]. DO NOT CONTACT THE COURT. Any Settlement Class Member who fails to object to the proposed Settlement as described above will lose the right to object to it.

OPTION 3 – *EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS*. You have a right to exclude yourself ("opt out") from the Settlement Class, but if you choose to do so, **YOU WILL NOT RECEIVE ANY BENEFITS FROM THE PROPOSED SETTLEMENT, EXCEPT AS TO YOUR SHARE OF THE PAGA PAYMENT IF APPLICABLE, AND YOU WILL NOT HAVE STANDING TO OBJECT TO THE SETTLEMENT.** You will not be bound by the judgment in this case as to the Released Class Claims, you will not release the Released Class Claims against the Defendant, and you will have the right to file your own lawsuit against the Defendant and pursue your own claims in a separate suit. Any Class Member who wishes to opt-out of the Settlement must complete and mail a Request for Exclusion Form to the Settlement Administrator within Sixty (60) days of the date of the initial mailing of the Notice Packets (the "**Response Deadline**"). The Request for Exclusion Form must: (1) contain the name, address, telephone number of the Class Member; (2) contain a statement that the Class Member wishes to be excluded from the class settlement; (3) be signed by the Class Member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion Form fails to comply with items (1), (2), or (4), it

will not be deemed a valid Request for Exclusion from this settlement, except a Request for Exclusion Form not containing a Class Member's telephone number will be deemed valid. The date of the postmark on the Request for Exclusion Form, shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Class Member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the settlement (although the PAGA settlement and release provisions will apply to each such individual, and such individual shall be entitled to their share of the PAGA Amount) or have any right to object, intervene, appeal, or comment thereon. Any Class Member who does not submit a Request for Exclusion Form is automatically deemed a Settlement Class Member.

ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

If you wish to learn more about the Action and the Settlement, including the precise terms and conditions of the Settlement as set forth in the detailed Stipulation of Class and PAGA Settlement, you may review the pleadings, the orders entered by the Court, and other papers filed in this litigation, in-person, at the United States District Court for the Central District of California, 350 W. 1st Street, Los Angeles, CA 90012, during its regular business hours each business day. You can also access the important documents in the case through PACER at https://pacer.login.uscourts.gov/csologin/login.jsf (login, registration and search instructions are above), or via the Settlement Administrator's website: [INSERT PHOENIX WEBSITE FOR CASE DOCS].

ALL INQUIRIES REGARDING THIS LITIGATION SHOULD BE MADE TO THE SETTLEMENT ADMINISTRATOR:

[INSERT ADMINISTRATOR ADDRESS]

You may also call Class Counsel listed above. **PLEASE DO NOT CONTACT THE COURT OR DEFENDANT'S COUNSEL FOR INFORMATION.**

EXHIBIT C

REQUEST FOR EXCLUSION

Hernandez, et al. v. Christensen Brothers General Engineering, Inc., et al.
United States District Court, Central District of California, Case No. 5:22-cv-00836 AB (SPx)

*If you want to remain a member of the Class and receive a Participating Member Payment, you should **not** fill out this form; you are not required to do anything at this time.*

This form is to be used only if you want to exclude yourself from the Settlement.

If you exclude yourself from the Settlement: (1) you will not share in any recovery paid under the Settlement unless you are entitled to receive a PAGA Payment; (2) you will not be bound by any decision of the Court in the Lawsuit, except as to the Released PAGA Claims; and (3) you may pursue any claims asserted in the Lawsuit that you have against Defendants Christensen Brothers General Engineering, Inc. and Caleb Christensen (collectively, "Defendants") by filing your own lawsuit.

If you want to request to be excluded from the Settlement, you must fill out this Request for Exclusion in its entirety, sign it, and return it to the Settlement Administrator at the address listed below by First Class U.S. Mail postmarked no later than [**Response Deadline**].

Hernandez, et al. v. Christensen Brothers General Engineering, Inc., et al.
Settlement
[Settlement Administrator]
Address]
[City, State Zip, Telephone Number]

Request for Exclusion

I have read the Class Notice and I wish to opt out of the Lawsuit and the Settlement of the case: *Hernandez, et al. v. Christensen Brothers General Engineering, Inc., et al.*

I understand that by submitting this Request for Exclusion, I will not receive any money or other benefits under the Settlement unless I am entitled to receive a PAGA Payment, and will not be bound by the Settlement, except as to the Released PAGA Claims.

Please print legibly:

Name: _____

Telephone Number:_____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Date: _____ _____
Signature

EXHIBIT D

STANSBURY BROWN
LAW

November 17, 2020

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Umeet Nand v. Christensen Brothers General Engineering, Inc.*

To Whom It May Concern:

Please be advised that this law firm represents Umeet Nand in claims arising from his employment with Christensen Brothers General Engineering, Inc., a California corporation; and Does 1 through 100 (collectively "CBGE") Mr. Nand is an "aggrieved employee" as defined by Labor Code Section 2698 *et seq.*, due to CBGE's numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code Sections 2699.3, which requires aggrieved employees to notify their employer and the Labor & Workforce Development Agency ("LWDA") of the specific provisions of the Labor Code allegedly violated.

Mr. Nand commenced employment with Defendants as a non-exempt employee, in the position of "General Labor for Asphalt Crew" from approximately February 2020 until his wrongful termination on or about April 24, 2020. Plaintiff typically worked five days a week Monday through Friday for anywhere between 40-60 hours of work per week. Mr. Nand's job duties included laying asphalt, traffic control, and tearing out concrete to lay new asphalt. Due to CBGE'S policy/practice of requiring employees to adhere to strict and tight deadlines, Mr. Nand and other aggrieved employees were typically required to be on-duty during the entire duration of their shifts. The "aggrieved employees" whom Mr. Nand seeks to represent are the other non-exempt employees of CBGE who were subject to the Labor Code violations as alleged herein.

At various times during the relevant time period, CBGE required Mr. Nand and other aggrieved employees to work off-the-clock. Specifically, Mr. Nand and the aggrieved employees would work off-the-clock for numerous hours on a daily basis both before their shifts were credited as having started, and after their shift were credited as having ended. CBGE was aware, or reasonably should have been aware, that this off-the-clock work was being performed but failed to compensate Mr. Nand and other aggrieved employees for such off-the-clock work, most of which constituted overtime hours worked.

Mr. Nand and other aggrieved employees routinely worked in excess of 8 hours per workday and/or 40 hours per workweek but did not receive overtime compensation equal to one and one-half times their regular rate of pay for working overtime hours. Specifically, CBGE would require Mr. Nand and other aggrieved employees to report to

work at 6:30 a.m. for a daily briefing, but were not credited as having begun their shifts until 7:00 a.m. Furthermore, Mr. Nand and other aggrieved employees would be credited as having finished their shifts at 3:00 p.m. despite the fact that they regularly worked long past that time and as late as 8:00 p.m. As the time sheets were in the sole possession of the foreman on site, Mr. Nand and other aggrieved employees had no method to track their actual hours worked accurately. In addition to the time that Mr. Nand and other aggrieved employees worked off-the-clock before and after their shifts, CBGE also engaged in a systematic policy/practice of shaving the hours that they worked off of their time sheets so as to avoid paying overtime wages. As a consequence of CBGE's unlawful policies/practices, Mr. Nand and other aggrieved employees were not paid all required overtime wages.

During Mr. Nand and other aggrieved employees' employment with CBGE, Mr. Nand and other aggrieved employees were not provided all required meal periods due to CBGE's meal period policies/practices which fail to provide uninterrupted, duty-free 30-minute meal periods prior to the sixth hour of work commencing. Specifically, CBGE required Mr. Nand and other aggrieved employees to work through their meal periods on a daily basis so as to meet the time constraints imposed on them for the projects they were working on. Mr. Nand and the aggrieved employees would either eat while working, or not eat at all despite the fact that they worked at least 8 hours per day. Mr. Nand does not recall a single instance during his time with CGBE that he was able to exercise the use of an uninterrupted duty-free meal period. As a result of this policy/practice, Mr. Nand and other aggrieved employees were not permitted to take off-duty meal periods because CBGE did not provide for coverage of their job duties despite the opportunity to do so.

In addition, to CBGE's failure to provide Mr. Nand and other aggrieved employees with all legally required first meal periods, CBGE also failed to provide second meal periods to Mr. Nand and other aggrieved employees when they worked shifts in excess of 10.0 hours.

On those occasions when Mr. Nand and other aggrieved employees were not provided with all legally-compliant meal periods to which they were entitled, CBGE failed to compensate Mr. Nand and other aggrieved employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7. Further, during at least a portion of the time period in question, CBGE maintained no payroll code or other mechanism for the payment of meal period premium payments under Labor Code § 226.7 in the event that a legally compliant meal period was not provided to Mr. Nand and other aggrieved employees.

Mr. Nand and other aggrieved employees were also not authorized and permitted to take all required rest periods due to CBGE's rest period policies/practices, which fail to authorize and permit all rest periods for every four hours worked, or major fraction thereof. As stated above, Mr. Nand and other aggrieved employees were constantly required to attend to their work duties, without interruption of breaks, and therefore, CBGE failed to authorize and permit Mr. Nand and other aggrieved employees off-duty

rest periods that were completely free of employer control, in violation of California law. Specifically, Mr. Nand and the aggrieved employees were not at any point during their employment with CBGE informed of their right to take rest periods and were never able to exercise the use of them. On those occasions when Mr. Nand and other aggrieved employees were not authorized and permitted to take all legally-compliant rest periods to which they were entitled, CBGE failed to compensate Mr. Nand and other aggrieved employees with the required rest period premium for each workday in which they experienced a rest period violation as mandated by Labor Code § 226.7. Furthermore, upon information and belief, during at least a portion of the class period, CBGE maintained no payroll code or other mechanism for the payment of rest period premium payments under Labor Code § 226.7 in the event that a legally compliant rest period was not provided to Mr. Nand or other aggrieved employees.

CBGE failed to adequately reimburse Mr. Nand and other aggrieved employees for all reasonable and necessary work expenditures, including failing to reimburse for the purchase of tools and supplies for the projects at hardware stores despite requiring Mr. Nand and other aggrieved employees and gas/milage despite the fact that CBGE frequently required them to make such purchases during their shifts using their own personal vehicles. Mr. Nand and other aggrieved employees would be required to purchase items such as shovels, concrete floats, and other necessary supplies for the use on the job sites. At no point were Mr. Nand and other aggrieved employees reimbursed for these necessary business expenditures

Furthermore, CBGE engaged in a systematic policy/practice of denying Mr. Nand and other aggrieved employees with prevailing wages on those occasions where they worked on public works projects. Specifically, while nearly all of the projects that Mr. Nand and other non-exempt employees worked were public works projects entitling them to the prevailing hourly wage, CBGE consistently failed to pay them prevailing wages on these jobs. CBGE would frequently lie to Mr. Nand and other non-exempt employees by telling them that they were not entitled to prevailing wages in certain municipalities as an excuse to avoid paying them the prevailing wage. Mr. Nand brought this to the attention of his supervisors on multiple occasions after he received paychecks for $18 per hour instead of the prevailing hourly wage of roughly $58 per hour, however his supervisors would be adamant in his assertion that they were not entitled to prevailing wages. As a consequence, CBGE failed to pay Mr. Nand and other non-exempt employees all prevailing wages.

As a result of CBGE's failure to pay all minimum wages, overtime wages, meal and rest period premium wages, and prevailing wages, CBGE maintained inaccurate payroll records, and issued inaccurate and facially deficient wage statements. Furthermore, for at least a portion of Mr. Nand and other aggrieved employees' employment, CBGE issued facially deficient wage statements that did not include the correct overtime rate of pay in violation of Labor Code § 226(a), which requires that all applicable hourly rates in effect during a pay period be included on wage statements.

As a further result of CBGE's failure to pay all minimum wages, overtime wages, and meal and rest period premium wages, and prevailing wages, CBGE failed to pay all wages owed to Mr. Nand and other aggrieved employees upon their separation of employment from CBGE.

As described above, CBGE committed the following violations of the Labor Code, and Industrial Welfare Commission Wage Order 16 ("Wage Order 16"):

Minimum Wage Violations

CBGE was required to pay Mr. Nand and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. See Labor Code §§ 1182.12, 1194; 1194.2, 1197; Wage Order 16, § 4. As alleged above, CBGE maintained and maintains timekeeping policies/practices that regularly, systematically, and impermissibly underreport the hours worked by Mr. Nand and other aggrieved employee whether by rounding, time-shaving, or otherwise. As a result of these policies/practices, which fail to compensate for all hours worked, Mr. Nand and other aggrieved employees were deprived of all required minimum wages.

Overtime Wage Violations

CBGE was required to pay Mr. Nand and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. *See* Labor Code §§ 1194(a) and 1198; Wage Order 16, § 3. According to Labor Code § 510(a), "Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee." This Section further provides, "Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee." However, as alleged above, CBGE failed to pay Mr. Nand and other aggrieved employees for time spent working off-the-clock, time that should have been compensated at an overtime rate of pay.

Meal Period Violations

As alleged above, CBGE failed to provide Mr. Nand and other aggrieved employees with all required and compliant meal periods, due to CBGE's meal period policies/practices that often fail to provide off-duty first meal periods before the end of the fifth hour of work or to provide second meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 16, § 10. As a result, Mr. Nand and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 ("If an employer fails to

provide an employee a meal or rest or recovery period in accordance with … [an] order of the Industrial Welfare Commission … the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.").

Rest Period Violations

As alleged above, CBGE also failed to authorize and permit Mr. Nand and other aggrieved employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 16, § 11. As a result, Mr. Nand and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided.")

Failure to Reimburse for Necessary Business Expense

At all relevant times herein, CBGE were subject to Labor Code § 2802, which states that "an employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer…" Due to CBGE's unlawful policy and practice of requiring employees to use their personal vehicles and cellular phones in the performance of their job duties, CBGE has violated Labor Code § 2802.

Prevailing Wage Violations

CBGE was required to pay Mr. Nand and other aggrieved employees the statutory prevailing wage on all public works projects pursuant to Labor Code § 1774 which states, "The contractor to whom a contract is awarded, and any subcontractor under him, shall not pay less than the specified prevailing rates of wages to all workmen employed in the execution of the contract." Due to CBGE's unlawful policy and practice of refusing to pay the prevailing wage to Mr. Nand and other aggrieved employees, CBGE has violated Labor Code § 1774.

Wage Statement Violations

CBGE was required to furnish Mr. Nand and other aggrieved employees with complete and accurate itemized wage statements that showed, among other things, their rates of pay, corresponding number of hours worked at each rate of pay, total gross wages earned, total net wages earned, and the name and address of the legal entity that is the employer. *See* Labor Code §§ 226(a) and 1174(d); Wage Order 16, § 7. As a result of CBGE's failure to pay all overtime and minimum wages, and failure to pay all required meal and rest period premium wages, CBGE maintained inaccurate payroll records and

issued inaccurate wage statements to Mr. Nand and other aggrieved employees in violation of Labor Code § 226. CBGE's failure to comply with its wage statement obligations was knowing and intentional, and Mr. Nand and other aggrieved employees have suffered injury as a result.

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. CBGE failed to timely pay Mr. Nand and other aggrieved employees all of their final wages at the time of separation, which included all minimum and overtime wages, and meal and rest period premium wages. Pursuant to Labor Code § 203, CBGE's failure to pay all final wages due to Mr. Nand and other aggrieved employees was willful and, consequently, entitles Mr. Nand and other aggrieved employees to waiting time penalties equal to one day of wages at their standard hourly rate for each day CBGE failed to pay their final wages after their separation, up to a maximum of thirty days.

As an "aggrieved employee," Mr. Nand will initiate a civil action on behalf of himself and other aggrieved employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Nand's own investigation, and on information and belief, CBGE committed and continues to commit the following Labor Code violations:

a. CBGE violated Labor Code §§ 558, 1182.12, 1194, 1194.2, 1197, and 1198 by failing to pay Mr. Nand and other aggrieved employees the statutory minimum wage for all hours worked;

b. CBGE violated Labor Code §§ 204, 510, 1194 and 1198 by failing to pay Mr. Nand and other aggrieved employees all overtime compensation earned;

c. CBGE violated Labor Code §§ 226.7, 512, and 1198 by failing to provide meal periods as required by law and failing to pay meal period premiums to Mr. Nand and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations;

d. CBGE violated Labor Code §§ 226.7, 516, and 1198 by failing to authorize and permit Mr. Nand and other aggrieved employees all required rest periods and failing to pay rest period premiums to Mr. Nand and other aggrieved employees at these employees' respective regular rates of compensation for rest period violations;

e. CBGE has violated Labor Code §§ 1771, 1772, 1774, 1775, and 1776 by failing to pay Mr. Nand and other aggrieved employees all prevailing wages on public works projects;

f. CBGE violated Labor Code § 226 by failing to furnish Mr. Nand and other aggrieved employees with accurate and compliant itemized wage statements;

g. CBGE violated Labor Code §§ 201, 202 and 203 by failing to timely pay all final wages due to Mr. Nand and other aggrieved employees;

h. CBGE violated Labor Code § 204 by failing to pay Mr. Nand and other aggrieved employees all wages earned at least twice during each calendar month; and

i. CBGE violated Labor Code § 1174 by failing to maintain accurate records on behalf of Mr. Nand and other aggrieved employees.

Pursuant to Labor Code Section § 2699.3(a)(2)(A), please notify us and CBGE if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
STANSBURY BROWN LAW

Ethan C. Surls

cc: Christensen Brothers General Engineering, Inc.

EXHIBIT E

VERUM LAW GROUP, APC

841 Apollo Street, Suite 340 | El Segundo, California 90245 | P: 424.320.2000 | F: 424.221.5010

July 01, 2021

VIA ONLINE WEBSITE SUBMISSION
https://dir.tfaforms.net/308

State of California
Labor & Workforce Development Agency
Department of Industrial Relations
Attn: PAGA Administrator

Re: *Hernandez v. Christensen Brothers General Engineering, Inc.*

NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO LABOR CODE § 2699.3 *et seq*

To: PAGA Administrator, California Labor and Workforce Development Agency

From: Severo John Hernandez ("Hernandez" or the "Employee"), a non-exempt employee, who was employed by Christensen Brothers General Engineering, Inc., (the "Employer"), as a construction worker.

The Employee submits this Notice, on behalf of himself and other aggrieved employees, pursuant to and in compliance with the requirements of California Labor Code §2699.3(a), and alleges as follows:

During the applicable time period, the Employer employed the Employee and certain other aggrieved employees as non-exempt, hourly employees. During this time period, the Employer utilized consistent policies and procedures regarding the Employee and other aggrieved employees, as follows:

Failure to Pay Minimum Wage

The Employer has failed to maintain a policy that compensates the Employee and other aggrieved employees an amount equal to or greater than the minimum wage for all hours worked, as required by Labor Code §§1194, 1197, 1997.1 and the applicable Industrial Welfare Commission ("IWC") Wage Order(s). During the applicable time period, the Employee and other aggrieved employees earned less than the required State minimum wage.

More specifically, the Employee and other aggrieved employees were not paid wages for all hours worked, including minimum wage, due to the common practice and policy of the Employer to regularly schedule the Employee and other aggrieved employees to work eight (8) hours or more in

a workday with a thirty-minute meal period, but not providing an uninterrupted, duty-free thirty-minute meal period. The Employer regularly required the Employee and other aggrieved employees to work through their scheduled meal periods, due to the workload. While the Employee and other aggrieved employees were regularly required by the Employer to work through their meal periods due to the workload, they did not receive compensation for this time worked during the meal periods. Additionally, the Employer required the Employee and other aggrieved employees to work off-the-clock, without compensation, due to the workload. The Employer required the Employee and other aggrieved employees to perform work before and after their work shifts, without compensation. As such, the Employee and other aggrieved employees were regularly required to perform uncompensated "off the clock" work during their scheduled meal periods and through the work day.

Based on the total hours actually worked, including the "off the clock" hours resulting from uncompensated work performed, and the total amount paid to the Employee and aggrieved employees, the Employer failed to pay an amount equal to or greater than the minimum wage for all hours actually worked. Accordingly, the Employee and other aggrieved employees were paid less than minimum wage on each occasion the Employee and other aggrieved employees worked for the Employer. As a result, the Employer has violated Labor Code §§1194, 1197, 1197.1 and the applicable IWC Wage Order(s), and owe penalties pursuant to Labor Code §§2699(f), 1197.1 and/or 558.

Failure to Pay Overtime

The Employer, as a matter of company policy and practice, required the Employee and other aggrieved employees to work over eight (8) hours in a day, and/or over forty (40) hours in a week, without paying the applicable overtime rate of pay for the overtime hours worked. The Employee and other aggrieved employees were also regularly scheduled to work over twelve hours in a workday.

The Employee and other aggrieved employees were not paid all overtime wages, due to the common practice and policy of the Employer to: (1) regularly schedule Class Members to work over eight (8) hours in a day, with a thirty-minute meal period, without payment for all the overtime hours worked, at the proper overtime rate. The Employee and other aggrieved employees were required to work off-the-clock before and after their shifts, triggering overtime hours for which they did not receive compensation; and (2) regularly require the Employee and other aggrieved employees to take a short meal period (less than 30 minutes, a late meal period, and/or skip their meal periods, due to the workload – yet, they did not receive overtime compensation for the time worked during the meal periods.

Accordingly, during the applicable time period, the Employee and other aggrieved employees were not adequately compensated for the overtime hours resulting and worked for the above reasons, at the applicable overtime rate. As such, the Employer has violated Labor Code

§§510, 1194, and the applicable Industrial Welfare Commission Wage Orders, and owes penalties pursuant to Labor Code §§2699(f) and/or 558.

Failure to Provide Uninterrupted Off-Duty Meal Periods

The Employer failed to maintain a policy that provided the Employee and other aggrieved employees with off-duty meal periods as required by California law, and the Employee and other aggrieved employees were regularly forced to skip their meal period(s). The Employee and aggrieved employees regularly worked in excess of five (5) hours a day (and in many cases over ten hours) without being timely provided with all legally requisite meal beaks, including second meal breaks.

More specifically, the Employer adopted, implemented and enforced uniform meal period policies that are not lawful under California law. As an example, the Employer regularly scheduled the Employee and other aggrieved employees to work eight (8) hours or more with a thirty-minute meal period, *but* failed to provide an uninterrupted, duty-free thirty-minute meal period. The Employer regularly interrupted the Employee and aggrieved employees' meal periods, and/or required the Employee and aggrieved employees to skip their meal periods, due to the workload. Additionally, the Employer also created incentives to forego meal periods, encouraged the skipping of meal periods, and coerced non-exempt employees not to take their legally mandated meal periods by adopting, implementing, and enforcing: (a) a uniform pay plan that essentially required non-exempt employees to work through meal periods in order to make sufficient wages; (b) uniform policies and practices of ridiculing, criticizing, disciplining and/or reprimanding non-exempt employees who attempted to take legally mandated meal periods; (c) uniform policies and practices whereby The Employer failed to schedule meal periods; (d) uniform policies and practices whereby The Employer pressured non-exempt employees to forego meal periods; (e) uniform policies and practices whereby non-exempt employees could not take meal periods because The Employer constantly pressured non-exempt employees to "stay busy" and required non-exempt employees, at all times, to conduct work activities.

As a result, the Employee and other aggrieved employees were required to work and/or were not relieved of all duties during any meal period taken, and thus were considered "on duty;" however, the Employer failed to count as time worked any "on duty" meal period taken by the Employee and other aggrieved employees. Moreover, the Employer also failed to provide the first meal period no later than the fifth hour of work and a second meal period no later than the end of the tenth hour of work, depending on the workload. Based on this unlawful policy and/or practice, the Employer failed to pay the Employee and aggrieved employees one hour of pay at their regular rate of pay for each workday that a proper meal period was not provided.

As such, the Employer has violated Labor Code §§226.7, 512, and the applicable Industrial Welfare Commission Wage Orders, and owes penalties pursuant to Labor Code §§2699(f) and/or 558.

Failure to Provide Uninterrupted Off-Duty Rest Breaks

The Employer failed to maintain a policy that provided the Employee and other aggrieved employees with off-duty rest periods as required by California law. The Employee and other aggrieved employees regularly worked in excess of four hours or a major fraction thereof during work days without being provided at least a ten minute rest period in which they were relieved of all duties. As a matter of policy and/or practice, therefore, the Employer failed to provide the Employee and aggrieved employees with a duty-free rest period of 10 minutes for shifts from three and one-half to six hours of work, 20 minutes' rest for shifts of more than six hours up to 10 hours, and 30 minutes' rest for shifts of more than 10 hours up to 14 hours of work.

More specifically, the Employer did not regularly provide scheduled rest breaks and/or provide relief coverage for the Employee and other aggrieved employees, to provide an opportunity to take rest breaks. There were no regularly scheduled opportunities provided by the Employer for the Employee and other aggrieved employees, to take rest breaks during their scheduled work shifts. The Employer constantly pressured the Employee and other aggrieved employees to "stay busy" and required them, at all times, to conduct work activities.

Therefore, the Employee and aggrieved employees were regularly forced to forgo their rest breaks altogether. Based on this unlawful policy and/or practice, the Employer failed to pay the Employee and other aggrieved employees one hour of pay at their regular rate of pay for each workday that a proper rest period was not provided.

As such, the Employer has violated Labor Code §§226.7, 512, and the applicable Industrial Welfare Commission Wage Orders, and owes penalties pursuant to Labor Code §§2699(f) and/or 558.

Failure to Pay Prevailing Wages

Pursuant to Labor Code § 1771 and the applicable IWC Wage Order(s), the Employer was required to pay the general prevailing rate of per diem wages on public works projects on which the Employee and other aggrieved employees were required to perform work on. Here, despite working on projects subject to public works contracts, the Employee and aggrieved employees were not compensated the required prevailing rate, per Labor Code § 1771.

Specifically, as a matter of policy and/or practice, the Employer regularly required the Employee and aggrieved employees to work on public works project, but informed the Employee and other aggrieved employees that they were not entitled to the prevailing rate, and did not compensate them at the prevailing rate. As such, the Employer is liable for the amount of prevailing rate that is owed to the Employee and other aggrieved employees, and the Employer is liable for civil penalties pursuant to Labor Code §§2699(f) and/or 2802.

Failure to Provide Accurate Wage Statements

Pursuant to Labor Code §226 and the applicable Industrial Wage Order, the Employer is required to include on a paystub such information as all hours worked, the hourly rate of pay, including the prevailing rate, and the rate of pay for overtime and double time work. Here, because the Employer allegedly (1) failed to pay all wages owed for all hours actually worked (including minimum, overtime wages, and prevailing rate wages), due to the uncompensated off-the-clock work during scheduled meal periods, and before/after work shifts, (2) failed to provide all legally requisite meal periods and rest breaks, without compensation in lieu thereof, (3) failed to pay all prevailing rate wages, the Employee alleges that the Employer has derivatively violated Labor Code §226. Due to the Labor Code violations referenced herein, the wage statements failed to include all the hours worked, including the actual regular and overtime hours worked, all wages owed (including prevailing rate wages), all the premium wages owed, and the proper rate of pay for overtime and double time worked. As such, the Employer is liable for civil penalties pursuant to Labor Code §§2699(f) and/or 226.3.

Waiting Time Penalties

The Employer has violated Labor Code §§ 201, 202 and 204 by willfully failing to pay all compensation due and owing to the Employee and all other former aggrieved employees at the time employment was terminated. The Employer willfully failed to pay the Employee and all other former aggrieved employees, all compensation due upon termination of employment as required under Labor Code §§ 201 and 202.

Here, because the Employer allegedly (1) failed to pay all wages owed for all hours actually worked (including minimum, overtime, and prevailing wages), due to the uncompensated off-the-clock work during scheduled meal periods and before/after shift, (2) failed to provide all legally requisite meal periods and rest breaks, without compensation in lieu thereof, (3) failed to pay all prevailing rate wages, the Employee alleges that the Employer failed to pay all compensation due and owing at the time of termination. As such, based on the Labor Code violations referenced herein, the Employer has derivatively violated Labor Code §201-204, and pursuant to §§ 203 and 256 of the Labor Code, the Employee and other aggrieved employees are now also entitled to recover up to thirty (30) days of wages due to the Employer's "willful" failure to comply with the statutory requirements of sections 201 and 202 of the Labor Code. Additionally, the Employer is liable for civil penalties pursuant to Labor Code §2698 *et seq*.

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Therefore, pursuant to Labor Code §2699.3(a), please advise within sixty (60) calendar days of the online submission date of this notice whether the LWDA intends to investigate the violations alleged above. We understand that if we do not receive a response within the applicable time that the LWDA intends to investigate these allegations, the aggrieved Employee may immediately thereafter commence a civil action against the Employer pursuant to Labor Code §2699.

Thank you for your consideration.

Very truly yours,
/s/
Yoonis Han
VERUM LAW GROUP, APC

cc: (via Certified Mail – Return Receipt Requested)
Christensen Brothers General Engineering, Inc.
c/o Caleb I. Christensen
21288 Papago Road
Apple Valley, CA 92307

EXHIBIT F

VERUM LAW GROUP, APC

841 Apollo Street, Suite 340 | El Segundo, California 90245 | P: 424.320.2000 | F: 424.221.5010

March 18, 2022

VIA ONLINE WEBSITE SUBMISSION
https://dir.tfaforms.net/308

State of California
Labor & Workforce Development Agency
Department of Industrial Relations
Attn: PAGA Administrator

Re: *Barr v. Christensen Brothers General Engineering, Inc.*

NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO LABOR CODE § 2699.3 *et seq*

To: PAGA Administrator, California Labor and Workforce Development Agency

From: Kristopher Bar ("Hernandez" or the "Employee"), a non-exempt employee, who was employed by Christensen Brothers General Engineering, Inc., ("CBG") and Caleb Christensen ("Caleb" (collectively, "Employer"), as a driver and laborer.

The Employee submits this Notice, on behalf of himself and all other non-exempt employees of the Employer, including but not limited to drivers, teamsters, cement masons, pipelayers, operators, foremen, and superintendents ("Aggrieved Employees"), pursuant to and in compliance with the requirements of California Labor Code §2699.3(a), and alleges as follows:

During the applicable time period, the Employer employed the Employee and Aggrieved Employees. During this time period, the Employer each exercised control over Employee and Aggrieved Employees, including making decisions on the day-to-day operations, making decisions on the wage and hour policies and practices applied to the Employee and Aggrieved Employees, and applying those polices and practices to Employee and Aggrieved Employees as follows:

Failure to Pay Minimum Wage

The Employer has failed to maintain a policy that compensates the Employee and other aggrieved employees an amount equal to or greater than the minimum wage for all hours worked, as required by Labor Code §§1194, 1197, 1997.1 and the applicable Industrial Welfare Commission ("IWC") Wage Order(s). During the applicable time period, the Employee and other aggrieved employees earned less than the required State minimum wage.

More specifically, the Employee and other aggrieved employees were not paid wages for all hours worked, including minimum wage, due to the common practice and policy of the Employer to regularly schedule the Employee and other aggrieved employees to work eight (8) hours or more in a workday with a thirty-minute meal period, but not providing an uninterrupted, duty-free thirty-minute meal period. The Employer regularly required the Employee and other aggrieved employees to work through their scheduled meal periods, due to the workload. While the Employee and other aggrieved employees were regularly required by the Employer to work through their meal periods due to the workload, they did not receive compensation for this time worked during the meal periods. Additionally, the Employer required the Employee and other aggrieved employees to work off-the-clock, without compensation, due to the workload. The Employer required the Employee and other aggrieved employees to perform work before and after their work shifts, without compensation. As such, the Employee and other aggrieved employees were regularly required to perform uncompensated "off the clock" work during their scheduled meal periods and through the work day.

In addition, the Employer mandated the following practice:

1. Plaintiff and Aggrieved Employees were required to travel to the yard (before beginning their shift at the jobsite) to pick up materials, equipment, and other items without compensation. In addition, Plaintiff and Aggrieved Employees were required to return back to the yard to drop off materials, equipment, and other items (after ending their shift at the jobsite) ("Travel Time Practice").
2. Plaintiff and Aggrieved Employees were not compensated for all hours worked, specifically, the Employer would underreport the actual hours worked each shift. ("Underreporting Practice").
3. Plaintiff and Aggrieved Employees were misclassified to avoid paying Plaintiff and Aggrieved Employees at the higher rate of pay (i.e., Aggrieved Employees performing work as operators during a shift but being paid as a laborer; or alternatively, Aggrieved Employees performing work on a public work project during a shift but being paid as non-prevailing wage classification. ("Misclassifying Practice").

In addition, all facts and theories pled in this Notice are incorporated herein.

Based on the total hours actually worked, including the "off the clock" hours resulting from uncompensated work performed, and the total amount paid to the Employee and aggrieved employees, the Employer failed to pay an amount equal to or greater than the minimum wage for all hours actually worked. Accordingly, the Employee and other aggrieved employees were paid less than minimum wage on each occasion the Employee and other aggrieved employees worked for the Employer. As a result, the Employer has violated Labor Code §§1194, 1197, 1197.1 and the applicable IWC Wage Order(s), and owe penalties pursuant to Labor Code §§2699(f), 1197.1 and/or 558.

Failure to Pay Overtime

The Employer, as a matter of company policy and practice, required the Employee and other aggrieved employees to work over eight (8) hours in a day, and/or over forty (40) hours in a week, without paying the applicable overtime rate of pay for the overtime hours worked. The Employee and other aggrieved employees were also regularly scheduled to work over twelve hours in a workday.

The Employee and other Aggrieved Employees were not paid all overtime wages, due to the common practice and policy of the Employer to: (1) regularly schedule Class Members to work over eight (8) hours in a day, with a thirty-minute meal period, without payment for all the overtime hours worked, at the proper overtime rate. The Employee and other aggrieved employees were required to work off-the-clock before and after their shifts, triggering overtime hours for which they did not receive compensation; and (2) regularly require the Employee and other aggrieved employees to take a short meal period (less than 30 minutes, a late meal period, and/or skip their meal periods, due to the workload – yet, they did not receive overtime compensation for the time worked during the meal periods.

In addition, the Employer mandated the following practice:

1. Employee and Aggrieved Employees were required to travel to the yard (before beginning their shift at the jobsite) to pick up materials, equipment, and other items without compensation. In addition, Plaintiff and Aggrieved Employees were required to return back to the yard to drop off materials, equipment, and other items (after ending their shift at the jobsite) ("Travel Time Practice").
2. Employee and Aggrieved Employees were not compensated for all hours worked, specifically, the Employer would underreport the actual hours worked each shift. ("Underreporting Practice").
3. Employee and Aggrieved Employees were misclassified to avoid paying Plaintiff and Aggrieved Employees at the higher rate of pay (i.e., Aggrieved Employees performing work as operators during a shift but being paid as a laborer; or alternatively, Aggrieved Employees performing work on a public work project during a shift but being paid as non-prevailing wage classification. ("Misclassifying Practice").

In addition, all facts and theories pled in this Notice are incorporated herein.

Accordingly, during the applicable time period, the Employee and other aggrieved employees were not adequately compensated for the overtime hours resulting and worked for the above reasons, at the applicable overtime rate. As such, the Employer has violated Labor Code §§510, 1194, and the applicable Industrial Welfare Commission Wage Orders, and owes penalties pursuant to Labor Code §§2699(f) and/or 558.

Failure to Provide Uninterrupted Off-Duty Meal Periods

The Employer failed to maintain a policy that provided the Employee and other aggrieved employees with off-duty meal periods as required by California law, and the Employee and other aggrieved employees were regularly forced to skip their meal period(s). The Employee and aggrieved employees regularly worked in excess of five (5) hours a day (and in many cases over ten hours) without being timely provided with all legally requisite meal beaks, including second meal breaks.

More specifically, the Employer adopted, implemented and enforced uniform meal period policies that are not lawful under California law. As an example, the Employer regularly scheduled the Employee and other aggrieved employees to work eight (8) hours or more with a thirty-minute meal period, *but* failed to provide an uninterrupted, duty-free thirty-minute meal period. The Employer regularly interrupted the Employee and aggrieved employees' meal periods, and/or required the Employee and aggrieved employees to skip their meal periods, due to the workload. Additionally, the Employer also created incentives to forego meal periods, encouraged the skipping of meal periods, and coerced non-exempt employees not to take their legally mandated meal periods by adopting, implementing, and enforcing: (a) a uniform pay plan that essentially required non-exempt employees to work through meal periods in order to make sufficient wages; (b) uniform policies and practices of ridiculing, criticizing, disciplining and/or reprimanding non-exempt employees who attempted to take legally mandated meal periods; (c) uniform policies and practices whereby The Employer failed to schedule meal periods; (d) uniform policies and practices whereby The Employer pressured non-exempt employees to forego meal periods; (e) uniform policies and practices whereby non-exempt employees could not take meal periods because The Employer constantly pressured non-exempt employees to "stay busy" and required non-exempt employees, at all times, to conduct work activities.

In addition, the Employer mandated the following practice:

1. Employee and Aggrieved Employees were subject to the Travel Time Practice, the meal periods recorded at the fifth hour of work for the Employee and Aggrieved Employees were late. ("Late Meal Period Practice").
2. Employee and Aggrieved Employees were required to work through their meal periods due to work obligations, and/or were not provided with a duty-free 30-minute meal period (due to interruptions caused by work obligations) ("Meal Period Practice").

In addition, all facts and theories pled in this Notice are incorporated herein.

As a result, the Employee and other aggrieved employees were required to work and/or were not relieved of all duties during any meal period taken, and thus were considered "on duty;" however, the Employer failed to count as time worked any "on duty" meal period taken by the Employee and other aggrieved employees. Moreover, the Employer also failed to provide the first meal period no later than the fifth hour of work and a second meal period no later than the end of the tenth hour of work, depending on the workload. Based on this unlawful policy and/or practice, the Employer failed to pay the Employee and aggrieved employees one hour of pay at their regular rate of pay for each workday that a proper meal period was not provided.

As such, the Employer has violated Labor Code §§226.7, 512, and the applicable Industrial Welfare Commission Wage Orders, and owes penalties pursuant to Labor Code §§2699(f) and/or 558.

Failure to Provide Uninterrupted Off-Duty Rest Breaks

The Employer failed to maintain a policy that provided the Employee and other aggrieved employees with off-duty rest periods as required by California law. The Employee and other aggrieved employees regularly worked in excess of four hours or a major fraction thereof during work days without being provided at least a ten minute rest period in which they were relieved of all duties. As a matter of policy and/or practice, therefore, the Employer failed to provide the Employee and aggrieved employees with a duty-free rest period of 10 minutes for shifts from three and one-half to six hours of work, 20 minutes' rest for shifts of more than six hours up to 10 hours, and 30 minutes' rest for shifts of more than 10 hours up to 14 hours of work.

More specifically, the Employer did not regularly provide scheduled rest breaks and/or provide relief coverage for the Employee and other aggrieved employees, to provide an opportunity to take rest breaks. There were no regularly scheduled opportunities provided by the Employer for the Employee and other aggrieved employees, to take rest breaks during their scheduled work shifts. The Employer constantly pressured the Employee and other aggrieved employees to "stay busy" and required them, at all times, to conduct work activities.

1. Employee and Aggrieved Employees were required to work through their rest periods due to work obligations, and/or were not provided with a duty-free 10-minute meal period (due to interruptions caused by work obligations) ("Rest Period Practice").

Therefore, the Employee and aggrieved employees were regularly forced to forgo their rest breaks altogether. Based on this unlawful policy and/or practice, the Employer failed to pay the Employee and other aggrieved employees one hour of pay at their regular rate of pay for each workday that a proper rest period was not provided.

In addition, all facts and theories pled in this Notice are incorporated herein.

As such, the Employer has violated Labor Code §§226.7, 512, and the applicable Industrial Welfare Commission Wage Orders, and owes penalties pursuant to Labor Code §§2699(f) and/or 558.

Failure to Pay Prevailing Wages

Pursuant to Labor Code § 1771 and the applicable IWC Wage Order(s), the Employer was required to pay the general prevailing rate of per diem wages on public works projects on which the Employee and other aggrieved employees were required to perform work on. Here, despite working on projects subject to public works contracts, the Employee and aggrieved employees were not compensated the required prevailing rate, per Labor Code § 1771.

1. Employee and Aggrieved Employees were required to travel to the yard (before beginning their shift at the jobsite) to pick up materials, equipment, and other items without compensation. In addition, Plaintiff and Aggrieved Employees were required to return back to the yard to drop off materials, equipment, and other items (after ending their shift at the jobsite) ("Travel Time Practice").
2. Employee and Aggrieved Employees were not compensated for all hours worked, specifically, the Employer would underreport the actual hours worked each shift. ("Underreporting Practice").
3. Employee and Aggrieved Employees were misclassified to avoid paying Plaintiff and Aggrieved Employees at the higher rate of pay (i.e., Aggrieved Employees performing work as operators during a shift but being paid as a laborer; or alternatively, Aggrieved Employees performing work on a public work project during a shift but being paid as non-prevailing wage classification. ("Misclassifying Practice").

In addition, all facts and theories pled in this Notice are incorporated herein.

Specifically, as a matter of policy and/or practice, the Employer regularly required the Employee and aggrieved employees to work on public works project, but informed the Employee and other aggrieved employees that they were not entitled to the prevailing rate, and did not compensate them at the prevailing rate. As such, the Employer is liable for the amount of prevailing rate that is owed to the Employee and other aggrieved employees, and the Employer is liable for civil penalties pursuant to Labor Code §§2699(f) and/or 2802.

Failure to Provide Accurate Wage Statements

Pursuant to Labor Code §226 and the applicable Industrial Wage Order, the Employer is required to include on a paystub such information as all hours worked, the hourly rate of pay, including the prevailing rate, and the rate of pay for overtime and double time work. Here, because the Employer allegedly (1) failed to pay all wages owed for all hours actually worked (including minimum, overtime wages, and prevailing rate wages), due to the uncompensated off-the-clock work during scheduled meal periods, and before/after work shifts, (2) failed to provide all legally

requisite meal periods and rest breaks, without compensation in lieu thereof, (3) failed to pay all prevailing rate wages, the Employee alleges that the Employer has derivatively violated Labor Code §226. In addition, the wage statements did not contain the address of the Employer on the wage statements. Moreover, the wage statements were not accurate due to the Travel Time Practice, Underreporting Practice, Misclassifying Practice, Meal Period Practice, and Rest Period Practice. Due to the Labor Code violations referenced herein, the wage statements failed to include all the hours worked, including the actual regular and overtime hours worked, all wages owed (including prevailing rate wages), all the premium wages owed, and the proper rate of pay for overtime and double time worked. As such, the Employer is liable for civil penalties pursuant to Labor Code §§2699(f) and/or 226.3.

In addition, all facts and theories pled in this Notice are incorporated herein.

In addition, due to the Travel Time Practice, the Underreporting Practice, Misclassifying Practice, the Late Meal Period Practice, the Meal Period Practice, and the Rest Period Practice, the total hours recorded on the wage statements were not accurate.

Waiting Time Penalties

The Employer has violated Labor Code §§ 201, 202 and 204 by willfully failing to pay all compensation due and owing to the Employee and all other former aggrieved employees at the time employment was terminated. The Employer willfully failed to pay the Employee and all other former aggrieved employees, all compensation due upon termination of employment as required under Labor Code §§ 201 and 202.

Here, because the Employer allegedly (1) failed to pay all wages owed for all hours actually worked (including minimum, overtime, and prevailing wages), due to the uncompensated off-the-clock work during scheduled meal periods and before/after shift, (2) failed to provide all legally requisite meal periods and rest breaks, without compensation in lieu thereof, (3) failed to pay all prevailing rate wages, the Employee alleges that the Employer failed to pay all compensation due and owing at the time of termination. As such, based on the Labor Code violations referenced herein, the Employer has derivatively violated Labor Code §201-204, and pursuant to §§ 203 and 256 of the Labor Code, the Employee and other aggrieved employees are now also entitled to recover up to thirty (30) days of wages due to the Employer's "willful" failure to comply with the statutory requirements of sections 201 and 202 of the Labor Code. Additionally, the Employer is liable for civil penalties pursuant to Labor Code §2698 *et seq*.

In addition, due to the Travel Time Practice, the Underreporting Practice, Misclassifying Practice, the Late Meal Period Practice, the Meal Period Practice, and the Rest Period Practice, Employee and Aggrieved Employees were not paid all wages due at the end of employment.

In addition, all facts and theories pled in this Notice are incorporated herein.

Therefore, pursuant to Labor Code §2699.3(a), please advise within sixty (60) calendar days of the online submission date of this notice whether the LWDA intends to investigate the violations alleged above. We understand that if we do not receive a response within the applicable time that the LWDA intends to investigate these allegations, the aggrieved Employee may immediately thereafter commence a civil action against the Employer pursuant to Labor Code §2699.

Reimbursement of Business Expenses

The Employer has violated Labor Code §§ 2802 by not reimbursing Employee and Aggrieved Employees for all necessary business expenses, including but not limited to tools, materials, and other items purchased for the Employers. ("Reimbursement Practice").

Thank you for your consideration.

Very truly yours,
/s/
Sam Kim
VERUM LAW GROUP, APC

cc: (via Certified Mail – Return Receipt Requested)
Christensen Brothers General Engineering, Inc.
c/o Caleb Christensen
21834 Bear Valley Road
Apple Valley, CA 92308

cc: (via Certified Mail – Return Receipt Requested)
Caleb Christensen
21834 Bear Valley Road
Apple Valley, CA 92308

PROOF OF SERVICE

CCP §1013a(3)

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 841 Apollo Street, Suite 340, El Segundo, California 90245.

On the date below, I served the foregoing document(s), described as **NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO LABOR CODE § 2699.3 *et seq*,** on each of the interested parties in this action by placing ☐ the original ☒ a true copy thereof enclosed in sealed envelopes addressed as follows (or as addressed on the attached mailing list):

Attorney for Defendant(s) CHRISTENSEN BROTHERS GENERAL ENGINEERING, INC

John T. Egley,
Chris C. Scheithauer,
CALL & JENSEN, APC
610 Newport Center Drive, Suite 700
Newport Beach, CA 92660
Telephone: (949) 717-3000
Facsimile: (949) 717-3100
jegley@calljensen.com
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Attorney for Plaintiff(s) SEVERO JOHN HERNANDEZ

Daniel J. Brown
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Venice, CA 90291
Telephone: (323) 207-5925
dbrown@stansburybrownlaw.com
esurls@stansburybrownlaw.com

☒ **BY E-MAIL**: Based on a court order or an agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the persons at the electronic notification addresses listed above (or on the attached service list). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on March 18, 2022, at El Segundo, California.

Carla Flores

Carla Flores

EXHIBIT G

VERUM LAW GROUP, APC

841 Apollo Street, Suite 340 | El Segundo, California 90245 | P: 424.320.2000 | F: 424.221.5010

March 18, 2022

VIA ONLINE WEBSITE SUBMISSION
https://dir.tfaforms.net/308

State of California
Labor & Workforce Development Agency
Department of Industrial Relations
Attn: PAGA Administrator

Re: *Barr v. Christensen Brothers General Engineering, Inc.*

AMENDED NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO LABOR CODE § 2699.3 *et seq*

To: PAGA Administrator, California Labor and Workforce Development Agency

From: Kristopher Bar ("Hernandez" or the "Employee"), a non-exempt employee, who was employed by Christensen Brothers General Engineering, Inc., ("CBG") and Caleb Christensen ("Caleb" (collectively, "Employer"), as a driver and laborer.

The Employee submits this Notice, on behalf of himself and all other non-exempt employees of the Employer, including but not limited to drivers, teamsters, cement masons, pipelayers, operators, foremen, and superintendents ("Aggrieved Employees"), pursuant to and in compliance with the requirements of California Labor Code §2699.3(a), and alleges as follows:

During the applicable time period, the Employer employed the Employee and Aggrieved Employees. During this time period, the Employer each exercised control over Employee and Aggrieved Employees, including making decisions on the day-to-day operations, making decisions on the wage and hour policies and practices applied to the Employee and Aggrieved Employees, and applying those polices and practices to Employee and Aggrieved Employees as follows:

Failure to Pay Minimum Wage

The Employer has failed to maintain a policy that compensates the Employee and other aggrieved employees an amount equal to or greater than the minimum wage for all hours worked, as required by Labor Code §§1194, 1197, 1997.1 and the applicable Industrial Welfare Commission ("IWC") Wage Order(s). During the applicable time period, the Employee and other aggrieved employees earned less than the required State minimum wage.

More specifically, the Employee and other aggrieved employees were not paid wages for all hours worked, including minimum wage, due to the common practice and policy of the Employer to regularly schedule the Employee and other aggrieved employees to work eight (8) hours or more in a workday with a thirty-minute meal period, but not providing an uninterrupted, duty-free thirty-minute meal period. The Employer regularly required the Employee and other aggrieved employees to work through their scheduled meal periods, due to the workload. While the Employee and other aggrieved employees were regularly required by the Employer to work through their meal periods due to the workload, they did not receive compensation for this time worked during the meal periods. Additionally, the Employer required the Employee and other aggrieved employees to work off-the-clock, without compensation, due to the workload. The Employer required the Employee and other aggrieved employees to perform work before and after their work shifts, without compensation. As such, the Employee and other aggrieved employees were regularly required to perform uncompensated "off the clock" work during their scheduled meal periods and through the work day.

In addition, the Employer mandated the following practice:

1. Plaintiff and Aggrieved Employees were required to travel to the yard (before beginning their shift at the jobsite) to pick up materials, equipment, and other items without compensation. In addition, Plaintiff and Aggrieved Employees were required to return back to the yard to drop off materials, equipment, and other items (after ending their shift at the jobsite) ("Travel Time Practice").
2. Plaintiff and Aggrieved Employees were not compensated for all hours worked, specifically, the Employer would underreport the actual hours worked each shift. ("Underreporting Practice").
3. Plaintiff and Aggrieved Employees were misclassified to avoid paying Plaintiff and Aggrieved Employees at the higher rate of pay (i.e., Aggrieved Employees performing work as operators during a shift but being paid as a laborer; or alternatively, Aggrieved Employees performing work on a public work project during a shift but being paid as non-prevailing wage classification. ("Misclassifying Practice").

In addition, all facts and theories pled in this Notice are incorporated herein.

Based on the total hours actually worked, including the "off the clock" hours resulting from uncompensated work performed, and the total amount paid to the Employee and aggrieved employees, the Employer failed to pay an amount equal to or greater than the minimum wage for all hours actually worked. Accordingly, the Employee and other aggrieved employees were paid less than minimum wage on each occasion the Employee and other aggrieved employees worked for the Employer. As a result, the Employer has violated Labor Code §§1194, 1197, 1197.1 and the applicable IWC Wage Order(s), and owe penalties pursuant to Labor Code §§2699(f), 1197.1 and/or 558, and 558.1.

Failure to Pay Overtime

The Employer, as a matter of company policy and practice, required the Employee and other aggrieved employees to work over eight (8) hours in a day, and/or over forty (40) hours in a week, without paying the applicable overtime rate of pay for the overtime hours worked. The Employee and other aggrieved employees were also regularly scheduled to work over twelve hours in a workday.

The Employee and other Aggrieved Employees were not paid all overtime wages, due to the common practice and policy of the Employer to: (1) regularly schedule Class Members to work over eight (8) hours in a day, with a thirty-minute meal period, without payment for all the overtime hours worked, at the proper overtime rate. The Employee and other aggrieved employees were required to work off-the-clock before and after their shifts, triggering overtime hours for which they did not receive compensation; and (2) regularly require the Employee and other aggrieved employees to take a short meal period (less than 30 minutes, a late meal period, and/or skip their meal periods, due to the workload – yet, they did not receive overtime compensation for the time worked during the meal periods.

In addition, the Employer mandated the following practice:

1. Employee and Aggrieved Employees were required to travel to the yard (before beginning their shift at the jobsite) to pick up materials, equipment, and other items without compensation. In addition, Plaintiff and Aggrieved Employees were required to return back to the yard to drop off materials, equipment, and other items (after ending their shift at the jobsite) ("Travel Time Practice").
2. Employee and Aggrieved Employees were not compensated for all hours worked, specifically, the Employer would underreport the actual hours worked each shift. ("Underreporting Practice").
3. Employee and Aggrieved Employees were misclassified to avoid paying Plaintiff and Aggrieved Employees at the higher rate of pay (i.e., Aggrieved Employees performing work as operators during a shift but being paid as a laborer; or alternatively, Aggrieved Employees performing work on a public work project during a shift but being paid as non-prevailing wage classification. ("Misclassifying Practice").

In addition, all facts and theories pled in this Notice are incorporated herein.

Accordingly, during the applicable time period, the Employee and other aggrieved employees were not adequately compensated for the overtime hours resulting and worked for the above reasons, at the applicable overtime rate. As such, the Employer has violated Labor Code §§510, 1194, and the applicable Industrial Welfare Commission Wage Orders, and owes penalties Pursuant to Labor Code §§2699(f) and/or 558 and 558.1.

Failure to Provide Uninterrupted Off-Duty Meal Periods

The Employer failed to maintain a policy that provided the Employee and other aggrieved employees with off-duty meal periods as required by California law, and the Employee and other aggrieved employees were regularly forced to skip their meal period(s). The Employee and aggrieved employees regularly worked in excess of five (5) hours a day (and in many cases over ten hours) without being timely provided with all legally requisite meal beaks, including second meal breaks.

More specifically, the Employer adopted, implemented and enforced uniform meal period policies that are not lawful under California law. As an example, the Employer regularly scheduled the Employee and other aggrieved employees to work eight (8) hours or more with a thirty-minute meal period, *but* failed to provide an uninterrupted, duty-free thirty-minute meal period. The Employer regularly interrupted the Employee and aggrieved employees' meal periods, and/or required the Employee and aggrieved employees to skip their meal periods, due to the workload. Additionally, the Employer also created incentives to forego meal periods, encouraged the skipping of meal periods, and coerced non-exempt employees not to take their legally mandated meal periods by adopting, implementing, and enforcing: (a) a uniform pay plan that essentially required non-exempt employees to work through meal periods in order to make sufficient wages; (b) uniform policies and practices of ridiculing, criticizing, disciplining and/or reprimanding non-exempt employees who attempted to take legally mandated meal periods; (c) uniform policies and practices whereby The Employer failed to schedule meal periods; (d) uniform policies and practices whereby The Employer pressured non-exempt employees to forego meal periods; (e) uniform policies and practices whereby non-exempt employees could not take meal periods because The Employer constantly pressured non-exempt employees to "stay busy" and required non-exempt employees, at all times, to conduct work activities.

In addition, the Employer mandated the following practice:

1. Employee and Aggrieved Employees were subject to the Travel Time Practice, the meal periods recorded at the fifth hour of work for the Employee and Aggrieved Employees were late. ("Late Meal Period Practice").
2. Employee and Aggrieved Employees were required to work through their meal periods due to work obligations, and/or were not provided with a duty-free 30-minute meal period (due to interruptions caused by work obligations) ("Meal Period Practice").

In addition, all facts and theories pled in this Notice are incorporated herein.

As a result, the Employee and other aggrieved employees were required to work and/or were not relieved of all duties during any meal period taken, and thus were considered "on duty;" however, the Employer failed to count as time worked any "on duty" meal period taken by the Employee and other aggrieved employees. Moreover, the Employer also failed to provide the first

meal period no later than the fifth hour of work and a second meal period no later than the end of the tenth hour of work, depending on the workload. Based on this unlawful policy and/or practice, the Employer failed to pay the Employee and aggrieved employees one hour of pay at their regular rate of pay for each workday that a proper meal period was not provided.

As such, the Employer has violated Labor Code §§226.7, 512, and the applicable Industrial Welfare Commission Wage Orders, and owes penalties pursuant to Labor Code §§2699(f) and/or 558 and 558.1.

Failure to Provide Uninterrupted Off-Duty Rest Breaks

The Employer failed to maintain a policy that provided the Employee and other aggrieved employees with off-duty rest periods as required by California law. The Employee and other aggrieved employees regularly worked in excess of four hours or a major fraction thereof during work days without being provided at least a ten minute rest period in which they were relieved of all duties. As a matter of policy and/or practice, therefore, the Employer failed to provide the Employee and aggrieved employees with a duty-free rest period of 10 minutes for shifts from three and one-half to six hours of work, 20 minutes' rest for shifts of more than six hours up to 10 hours, and 30 minutes' rest for shifts of more than 10 hours up to 14 hours of work.

More specifically, the Employer did not regularly provide scheduled rest breaks and/or provide relief coverage for the Employee and other aggrieved employees, to provide an opportunity to take rest breaks. There were no regularly scheduled opportunities provided by the Employer for the Employee and other aggrieved employees, to take rest breaks during their scheduled work shifts. The Employer constantly pressured the Employee and other aggrieved employees to "stay busy" and required them, at all times, to conduct work activities.

1. Employee and Aggrieved Employees were required to work through their rest periods due to work obligations, and/or were not provided with a duty-free 10-minute meal period (due to interruptions caused by work obligations) ("Rest Period Practice").

Therefore, the Employee and aggrieved employees were regularly forced to forgo their rest breaks altogether. Based on this unlawful policy and/or practice, the Employer failed to pay the Employee and other aggrieved employees one hour of pay at their regular rate of pay for each workday that a proper rest period was not provided.

In addition, all facts and theories pled in this Notice are incorporated herein.

As such, the Employer has violated Labor Code §§226.7, 512, and the applicable Industrial Welfare Commission Wage Orders, and owes penalties pursuant to Labor Code §§2699(f) and/or 558 and 558.1.

Failure to Pay Prevailing Wages

Pursuant to Labor Code § 1771 and the applicable IWC Wage Order(s), the Employer was required to pay the general prevailing rate of per diem wages on public works projects on which the Employee and other aggrieved employees were required to perform work on. Here, despite working on projects subject to public works contracts, the Employee and aggrieved employees were not compensated the required prevailing rate, per Labor Code § 1771.

1. Employee and Aggrieved Employees were required to travel to the yard (before beginning their shift at the jobsite) to pick up materials, equipment, and other items without compensation. In addition, Plaintiff and Aggrieved Employees were required to return back to the yard to drop off materials, equipment, and other items (after ending their shift at the jobsite) ("Travel Time Practice").
2. Employee and Aggrieved Employees were not compensated for all hours worked, specifically, the Employer would underreport the actual hours worked each shift. ("Underreporting Practice").
3. Employee and Aggrieved Employees were misclassified to avoid paying Plaintiff and Aggrieved Employees at the higher rate of pay (i.e., Aggrieved Employees performing work as operators during a shift but being paid as a laborer; or alternatively, Aggrieved Employees performing work on a public work project during a shift but being paid as non-prevailing wage classification. ("Misclassifying Practice").

In addition, all facts and theories pled in this Notice are incorporated herein.

Specifically, as a matter of policy and/or practice, the Employer regularly required the Employee and aggrieved employees to work on public works project, but informed the Employee and other aggrieved employees that they were not entitled to the prevailing rate, and did not compensate them at the prevailing rate. As such, the Employer is liable for the amount of prevailing rate that is owed to the Employee and other aggrieved employees, and the Employer is liable for civil penalties pursuant to Labor Code §§2699(f) and/or 2802.

Failure to Provide Accurate Wage Statements

Pursuant to Labor Code §226 and the applicable Industrial Wage Order, the Employer is required to include on a paystub such information as all hours worked, the hourly rate of pay, including the prevailing rate, and the rate of pay for overtime and double time work. Here, because the Employer allegedly (1) failed to pay all wages owed for all hours actually worked (including minimum, overtime wages, and prevailing rate wages), due to the uncompensated off-the-clock work during scheduled meal periods, and before/after work shifts, (2) failed to provide all legally requisite meal periods and rest breaks, without compensation in lieu thereof, (3) failed to pay all prevailing rate wages, the Employee alleges that the Employer has derivatively violated Labor Code §226. In addition, the wage statements did not contain the address of the Employer on the wage

statements. Moreover, the wage statements were not accurate due to the Travel Time Practice, Underreporting Practice, Misclassifying Practice, Meal Period Practice, and Rest Period Practice. Due to the Labor Code violations referenced herein, the wage statements failed to include all the hours worked, including the actual regular and overtime hours worked, all wages owed (including prevailing rate wages), all the premium wages owed, and the proper rate of pay for overtime and double time worked. As such, the Employer is liable for civil penalties pursuant to Labor Code §§2699(f) and/or 226.3 and/or 558 and 558.1.

In addition, all facts and theories pled in this Notice are incorporated herein.

In addition, due to the Travel Time Practice, the Underreporting Practice, Misclassifying Practice, the Late Meal Period Practice, the Meal Period Practice, and the Rest Period Practice, the total hours recorded on the wage statements were not accurate.

Waiting Time Penalties

The Employer has violated Labor Code §§ 201, 202 and 204 by willfully failing to pay all compensation due and owing to the Employee and all other former aggrieved employees at the time employment was terminated. The Employer willfully failed to pay the Employee and all other former aggrieved employees, all compensation due upon termination of employment as required under Labor Code §§ 201 and 202.

Here, because the Employer allegedly (1) failed to pay all wages owed for all hours actually worked (including minimum, overtime, and prevailing wages), due to the uncompensated off-the-clock work during scheduled meal periods and before/after shift, (2) failed to provide all legally requisite meal periods and rest breaks, without compensation in lieu thereof, (3) failed to pay all prevailing rate wages, the Employee alleges that the Employer failed to pay all compensation due and owing at the time of termination. As such, based on the Labor Code violations referenced herein, the Employer has derivatively violated Labor Code §201-204, and pursuant to §§ 203 and 256 of the Labor Code, the Employee and other aggrieved employees are now also entitled to recover up to thirty (30) days of wages due to the Employer's "willful" failure to comply with the statutory requirements of sections 201 and 202 of the Labor Code. Additionally, the Employer is liable for civil penalties pursuant to Labor Code §2698 *et seq*.

As such, the Employer is liable for civil penalties pursuant to Labor Code §§2699(f) and/or 558 and 558.1.

In addition, due to the Travel Time Practice, the Underreporting Practice, Misclassifying Practice, the Late Meal Period Practice, the Meal Period Practice, and the Rest Period Practice, Employee and Aggrieved Employees were not paid all wages due at the end of employment.

In addition, all facts and theories pled in this Notice are incorporated herein.

Therefore, pursuant to Labor Code §2699.3(a), please advise within sixty (60) calendar days of the online submission date of this notice whether the LWDA intends to investigate the violations alleged above. We understand that if we do not receive a response within the applicable time that the LWDA intends to investigate these allegations, the aggrieved Employee may immediately thereafter commence a civil action against the Employer pursuant to Labor Code §2699.

Reimbursement of Business Expenses

The Employer has violated Labor Code §§ 2802 by not reimbursing Employee and Aggrieved Employees for all necessary business expenses, including but not limited to tools, materials, and other items purchased for the Employers. ("Reimbursement Practice").

Thank you for your consideration.

Very truly yours,
/s/
Sam Kim
VERUM LAW GROUP, APC

cc: (via Certified Mail – Return Receipt Requested)
Christensen Brothers General Engineering, Inc.
c/o Caleb Christensen
21834 Bear Valley Road
Apple Valley, CA 92308

cc: (via Certified Mail – Return Receipt Requested)
Caleb Christensen
21834 Bear Valley Road
Apple Valley, CA 92308

PROOF OF SERVICE

CCP §1013a(3)

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 841 Apollo Street, Suite 340, El Segundo, California 90245.

On the date below, I served the foregoing document(s), described as **AMENDED NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO LABOR CODE § 2699.3 et seq,** on each of the interested parties in this action by placing ☐ the original ☒ a true copy thereof enclosed in sealed envelopes addressed as follows (or as addressed on the attached mailing list):

Attorney for Defendant(s) CHRISTENSEN BROTHERS GENERAL ENGINEERING, INC

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Chris C. Scheithauer,
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☒ **BY E-MAIL**: Based on a court order or an agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the persons at the electronic notification addresses listed above (or on the attached service list). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on March 21, 2022, at El Segundo, California.

Carla Flores

Carla Flores

EXHIBIT H

Thank you for your Proposed Settlement Submission

External Inbox ×

DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
to esurls

2:17 PM (3 minutes ago)

06/30/2023 02:17:23 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement
If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

Thank you for your assistance. | Thank you for the update. | I accept the proposal.

Reply | Forward

DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
to esurls

2:20 PM (1 minute ago)

06/30/2023 02:20:25 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement
If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
to esurls

2:25 PM (0 minutes ago)

06/30/2023 02:24:04 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement
If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm