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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

APR 18 2025

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

MILTON RAMON SANTA CRUZ,
individually, and on behalf of other members
of the general public similarly situated;

Plaintiff,

v.

TECTONIC TRANSPORT, a California
corporation; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: 30-2023-01320697-CU-OE-CXC

Assigned for All Purposes to:
Honorable Randall J. Sherman
Department CX-105

CLASS ACTION

[PROPOSED] AMENDED ORDER
PRELIMINARILY APPROVING CLASS
ACTION AND PAGA SETTLEMENT
AND SETTING HEARING FOR FINAL
APPROVAL OF SETTLEMENT

RELATED TO ROA NO. 67

Hearing Date: April 18, 2025
Hearing Time: 10:00 a.m.
Hearing Place: Department CX-105

Complaint Filed: April 21, 2023
FAC Filed: March 21, 2024
Trial Date: None Set

1 The Motion for Preliminary Approval of Class Action Settlement came before this Court,
2 the Honorable Randall J. Sherman presiding, on April 18, 2025 at 10:00 a.m. The Court, having
3 considered the papers submitted in support of the Motion for Preliminary Approval of Class
4 Action Settlement, **ORDERS THE FOLLOWING:**

5 1. This Order incorporates by reference the definitions in the Joint
6 Stipulation of Class Action and PAGA Settlement and Amendment to the Joint Stipulation of
7 Class Action and PAGA Settlement ("Settlement Agreement," "Settlement," or "Agreement"),
8 and all terms defined therein shall have the same meaning in this Order as set forth in the
9 Settlement Agreement. The Settlement Agreement is comprised of the Notice of Class Action
10 Settlement ("Class Notice") and Request for Exclusion Form ("Exclusion Form"), which are
11 attached to the Settlement Agreement as **Exhibits A and B** respectively. The Settlement
12 Agreement is attached as **Exhibits 2 and 3** to the Supplemental Declaration of Douglas Han
13 concurrently filed herewith.

14 2. It appears to the Court on a preliminary basis the Settlement is fair,
15 adequate, and reasonable. The Court recognizes the value of the monetary recovery provided to
16 all Class Members and preliminarily finds such recovery is fair, adequate, and reasonable
17 when balanced against further litigation related to liability and damages issues. It appears the
18 Parties conducted significant investigation, discovery, and research such that the Parties'
19 counsel can reasonably evaluate their respective positions at this time. It further appears to the
20 Court the Settlement, at this time, will avoid substantial additional costs by all Parties, as well
21 as avoid the risks and delay inherent in further prosecution of this case. It also appears the
22 Parties reached the Settlement as the result of intensive, serious, and non-collusive, arm's-
23 length negotiations facilitated by an experienced and neutral mediator. Thus, the Court finds on
24 a preliminary basis the Settlement appears to be within the range of reasonableness of a
25 settlement that could be granted final approval by this Court. The Motion for Preliminary
26 Approval of Class Action Settlement is hereby **GRANTED**.

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1 3. The following persons are conditionally certified as "Class Members" or
2 the "Class" for Settlement purposes only: all current and former hourly-paid or non-exempt
3 employees of Defendant Tectonic Transport ("Defendant") within the State of California at any
4 time during the period from April 21, 2019 through April 12, 2024. The "Participating Class
5 Members" means all Class Members who do not submit valid and timely requests to exclude
6 themselves from the Settlement.

7 4. The "Eligible Aggrieved Employees" means the aggrieved employees
8 eligible to recover settlement funds from the Private Attorneys General Act of 2004 ("PAGA")
9 Payment that consist of all current and former hourly-paid or non-exempt employees of
10 Defendant within the State of California at any time during the period from March 14, 2023
11 through April 12, 2024.

12 5. The Class satisfies the certification requirements of a class because the
13 Class Members are readily ascertainable, and a well-defined community of interest exists in the
14 questions of law and fact affecting the Parties.

15 6. Plaintiff Milton Ramon Santa Cruz ("Plaintiff") is appointed as the class
16 representative.

17 7. Justice Law Corporation is appointed as Class Counsel.

18 8. The Parties' proposed notice plan is constitutionally sound and approved
19 as the best notice practicable. The proposed Class Notice, attached hereto as **Exhibit A**, is
20 sufficient to inform Class Members of the terms of the Settlement Agreement, their rights to
21 receive monetary payments under the Settlement Agreement, and date and location of the Final
22 Approval Hearing. In addition, the Class Notice fairly, plainly, accurately, and reasonably
23 informs Class Members of: (a) nature of the action, definition of the Class, identity of Class
24 Counsel, and material terms of the Settlement; (b) Plaintiff's and Class Counsel's application for
25 the Attorney Fee Award, Cost Award, and Class Representative Enhancement Payment; (c)
26 formulas used to determine settlement payments; (d) Class Members' right to appear through
27 counsel if they desire; (e) how to object to or submit a request for exclusion from the Settlement;

1 and (f) how to obtain additional information regarding this case and the Settlement. The Court
2 finds the notice requirements of California Rule of Court, rule 3.769, subdivision (f) are satisfied
3 and that the Class Notice adequately advises Class Members of their rights under the Settlement.

4 9. The Parties' counsel are authorized to correct any typographical errors in
5 the Class Notice and make clarifications, to the extent the same are found or needed, if such
6 corrections do not materially alter the substance of the Class Notice and other notice documents.

7 10. The rights of any potential dissenters to the Settlement are adequately
8 protected in that they may exclude themselves from the Settlement Agreement. To exclude
9 themselves, dissenters must follow the procedures outlined in the Settlement Agreement and
10 Class Notice. The Exclusion Form is attached hereto as **Exhibit B**. The Class Notice and
11 Exclusion Form are known as the "Notice Packet."

12 11. The Court preliminarily approves the settlement of claims under Labor
13 Code section 2698, *et seq.* (PAGA) according to the terms and conditions in the Agreement.

14 12. The Court finds the notice of settlement Plaintiff provided to the
15 California Labor and Workforce Development Agency ("LWDA") satisfies the notice
16 requirements of Labor Code section 2699(1)(2).

17 13. ILYM Group, Inc. is appointed to act as the Settlement Administrator. The
18 Settlement Administrator is ordered to carry out the settlement according to the terms of the
19 Agreement and in conformity with this Order, including disseminating the Notice Packet
20 according to the notice plan described in the Agreement. The Notice Packet will be mailed in
21 English, meaning a translation will not be necessary.

22 14. Within thirty (30) calendar days after entry of the Preliminary Approval
23 Order, Defendant shall deliver the Class Data to the Settlement Administrator. The Settlement
24 Administrator will conduct a National Change of Address Database search for all Class Members
25 to obtain the most up-to-date address information.

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1 15. Within twenty-one (21) calendar days after receiving the Class Data, the
2 Settlement Administrator will mail the Notice Packet to all identified Class Members via first-
3 class regular U.S. Mail, using the most current mailing address information available.

4 16. If a Notice Packet is returned because of an incorrect address, within ten
5 (10) calendar days after receipt of the returned Notice Packet, the Settlement Administrator will
6 conduct a search for a more current address for the Class Member and remail the Notice Packet
7 to the Class Member. The Settlement Administrator will conduct a skip trace to attempt to find
8 the Class Member's current address. The Settlement Administrator will be responsible for taking
9 reasonable steps to trace the mailing address of any Class Member for whom a Notice Packet is
10 returned by U.S. Postal Service as undeliverable. These reasonable steps shall include, at a
11 minimum: (a) tracking of all undelivered mail; (b) performing address searches for all mail
12 returned without a forwarding address; and (c) promptly remailing Notice Packets to Class
13 Members for whom new addresses are found. If the Settlement Administrator is unable to locate
14 a better address, the Notice Packet shall be remailed to the original address. Those Class
15 Members who receive a remailed Notice Packet, whether by skip trace or forwarded mail, will
16 have an additional ten (10) calendar days from the original Response Deadline to postmark an
17 Exclusion Form or an objection to the Settlement. The Settlement Administrator shall mark on
18 the envelope whether the Notice Packet is a remailed Notice Packet.

19 17. The procedures and deadline for Class Members to request exclusion from
20 or to object to the Settlement is adopted as described in the Settlement Agreement.

21 18. As of the Effective Date (as defined in the Agreement) and upon
22 Defendant's fulfillment of its payment obligations set forth in the Agreement, Participating Class
23 Members shall fully and finally release and discharge the Released Parties from the Released
24 Claims (as defined in the Agreement).

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1 19. As of the Effective Date and upon Defendant's fulfillment of its payment
2 obligations set forth in the Agreement, the LWDA and any other representative, proxy, or agent
3 thereof, including, but not limited to, Plaintiff and any and all Eligible Aggrieved Employees,
4 shall fully and finally release and discharge the Released Parties from the PAGA Released
5 Claims (as defined in the Agreement).

6 20. The Released Parties include Defendant and its past and present directors,
7 officers, shareholders, owners, members, managing agents, attorneys, insurers, assigns, parents,
8 subsidiaries, affiliates, predecessors, successors, business partners, contracting partners, and
9 clients.

10 21. The Parties are ordered to carry out the settlement according to the terms
11 of the Settlement. If the Settlement does not become final and effective, the fact the Parties were
12 willing to stipulate to certification of the Class as part of the Settlement shall have no bearing on
13 and shall not be admissible or used in any way in connection with the question of whether the
14 Court should certify any claims in a non-settlement context in this case or in any other lawsuit.

15 22. ~~To the extent permitted by law, pending a determination as to whether the~~
16 ~~Settlement should be finally approved, Participating Class Members, whether directly,~~
17 ~~representatively, or in any other capacity, whether or not such persons have appeared in this case,~~
18 ~~shall not institute or prosecute any of the released claims against the Released Parties.~~

19 23. Pending further orders of this Court, all proceedings in this matter, except
20 those contemplated in this Order and in Settlement Agreement, are stayed.

21 24. Pursuant to the Code of Civil Procedure section 664.6 and California
22 Rules of Court, Rule 3.769(h), the Court shall retain continuing jurisdiction to construe, interpret,
23 implement, and enforce the Settlement, to hear and resolve any contested challenge to a claim for
24 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection
25 with the distribution of settlement benefits.

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25. At the Final Approval Hearing, the Settlement Administrator must provide a copy of its invoice with an affidavit or declaration regarding the administration of the Settlement.

26. The proposed dates for future events contemplated herein and under the Settlement Agreement are set forth below:

a.	Deadline for Defendant to deliver Class Data to Settlement Administrator	Within thirty (30) calendar days after entry of the Preliminary Approval Order
b.	Deadline for Settlement Administrator to mail the Notice Packet to Class Members	Within twenty-one (21) calendar days after receiving the Class Data
c.	Deadline for Class Members to postmark requests for exclusion, written objections, and written disputes to the Settlement Administrator	Within sixty (60) calendar days from the initial mailing of the Notice Packet
d.	Deadline for Class Members to postmark requests for exclusion, written objections, and disputes to the Settlement Administrator if they receive remailed Notices Packets	Within an additional ten (10) calendar days from the original Response Deadline
e.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, Attorney Fee Award, Cost Award, and Class Representative Enhancement Payment	Sixteen (16) Court days before Final Approval Hearing in conformity with Code of Civil Procedure section 1005
f.	Final Approval Hearing	September 19, 2025 at 10:00 a.m. in Department CX-105 at the Orange County Superior Court located at 751 West Santa Ana Boulevard, Santa Ana, California 92701

IT IS SO ORDERED.

Dated: April 18, 2025

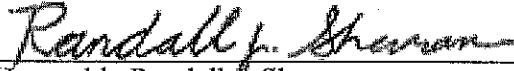

Honorable Randall J. Sherman
Judge of the Superior Court

EXHIBIT A

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE
Milton Ramon Santa Cruz v. Tectonic Transport
Case No. 30-2023-01320697-CU-OE-CXC

NOTICE OF CLASS ACTION SETTLEMENT

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

TO: All current and former hourly-paid or non-exempt employees of Defendant Tectonic Transport ("Defendant") within the State of California at any time during the period from April 21, 2019 through April 12, 2024.

The Superior Court of the State of California, County of Orange, has granted preliminary approval to a proposed settlement ("Settlement") of the above-captioned action ("Class Action"). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class Action Settlement ("Notice") carefully.

The Court has certified the following class for settlement purposes ("Class" or "Class Members"):

All current and former hourly-paid or non-exempt employees of Defendant within the State of California at any time during the period from April 21, 2019 through April 12, 2024.

The purpose of this Notice is to provide a brief description of the claims alleged in the Class Action, the key terms of the Settlement, and your rights and options with respect to the Settlement.

YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

WHAT INFORMATION IS IN THIS NOTICE

1. Why Have I Received This Notice?.....	Page 2
2. What Is This Case About?.....	Page 2
3. Am I a Class Member?.....	Page 3
4. How Does This Class Action Settlement Work?.....	Page 3
5. Who Are the Attorneys Representing the Parties?.....	Page 4
6. What Are My Options?	Page 4
7. How Do I Opt Out or Exclude Myself From This Settlement?	Page 5
8. How Do I Object to the Settlement?	Page 6
9. How Does This Settlement Affect My Rights?	Page 6
A. Released Claims	Page 7
B. PAGA Released Claims... ..	Page 7
10. How Much Can I Expect to Receive From This Settlement?.....	Page 7
11. What is the PAGA Payment and Am I Eligible for It?.....	Page 9
12. How Will the Attorneys for the Class and the Class Representative Be Paid?	Page 10
13. Final Approval Hearing.....	Page 10

1. *Why Have I Received This Notice?*

The personnel records of Defendant indicate that you may be a Class Member. The Settlement will resolve all Class Members' Released Claims from April 21, 2019 through April 12, 2024 ("Class Period"), and all Eligible Aggrieved Employees' Released PAGA Claims from March 14, 2023, through April 12, 2024 ("PAGA Period"), as described in Section No. 9 below.

A Preliminary Approval Hearing was held on [REDACTED] in the Superior Court of California, County of Orange. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

The Court has determined only that there is sufficient evidence to suggest the settlement might be fair, adequate, and reasonable and that any final determination of those issues will be made at the Final Approval Hearing.

The Court will hold a Final Approval Hearing concerning the settlement on [REDACTED] at [REDACTED] before Judge Randall J. Sherman at Department CX-105 in the Superior Court of California, County of Orange, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701.

2. *What Is This Case About?*

On April 21, 2023, Milton Ramon Santa Cruz ("Plaintiff") filed a wage-and-hour class action lawsuit in the Superior Court of California, County of Orange, alleging violations of: (1) Labor Code sections 510 and 1198 (unpaid overtime); (2) Labor Code sections 226.7 and 512(a) (unpaid meal period premiums); (3) Labor Code section 226.7 (unpaid rest period premiums); (4) Labor Code sections 1194 and 1197 (unpaid minimum wages); (5) Labor Code sections 201 and 202 (final wages not timely paid); (6) Labor Code section 226(a) (non-compliant wage statements); (7) Labor Code sections 2800 and 2802 (unreimbursed business expenses); (8) Labor Code section 229 (collection of unpaid wages); and (9) Business & Professions Code section 17200, *et seq.*

After engaging in discovery, investigations, and negotiation, the Parties remotely attended mediation with the mediator Lisa Klerman on February 22, 2024, ultimately resulting in the Parties reaching a tentative settlement via a mediator's proposal.

In line with the settlement, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant on March 14, 2024. Plaintiff then filed a First Amended Complaint that adjusted the "class" definition and added a cause of action for violation of Labor Code section 2698, *et seq.* (Private Attorneys General Act of 2004 ("PAGA")).

Defendant disagrees with the allegations made by Plaintiff. Defendant expressly denies it did anything to Plaintiff or any other Class Member that was illegal or would result in any liability under the employment laws. Defendant also does not admit it employed any Class Member at any time.

The Court has not made any determination as to whether the claims advanced by Plaintiff have any merit. In other words, the Court has not determined whether any laws have been violated nor has it decided in favor of the Parties. Instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all Parties avoid the risks and cost of a trial.

3. Am I A Class Member?

You are a Class Member if you are current or former hourly-paid or non-exempt employee of Defendant within the State of California at any time during the period from April 21, 2019 through April 12, 2024.

4. How Does This Class Action Settlement Work?

Plaintiff sued on behalf of himself and all other similarly situated employees who were employed as hourly-paid or non-exempt California employees of Defendant during the Class Period. Plaintiff and these other current and former employees comprise a "Class" and are "Class Members." The settlement of this Class Action resolves the Released Claims of all Class Members except for those who exclude themselves from the Class by requesting to be excluded in the manner set forth below.

Plaintiff and Class Counsel believe the Settlement is fair and reasonable. The Court must also review the terms of the Settlement and determine if it is fair and reasonable to the Class. The Court file has the Settlement documents that explain the Settlement in greater detail. If you would like copies of the Settlement documents, you can contact Plaintiff's counsel ("Class Counsel"), whose contact information is below, and they will provide you with a copy free of charge.

5. Who Are the Attorneys Representing the Parties?

Attorneys for Plaintiff and the Class	Attorneys for Defendant
JUSTICE LAW CORPORATION Douglas Han Shunt Tatavos-Gharajeh Lizette Rodriguez 751 N. Fair Oaks Avenue, Suite 101 Pasadena, California 91103 Telephone: (818) 230-7502 Facsimile: (818) 230-7259	OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C. Tim. L. Johnson Nikolas T. Djordjevski Keenan P. O'Connor Yousaf M. Jafri 4660 La Jolla Village Drive, Suite 900 San Diego, California 92122 Telephone: (858) 652-3100 Facsimile: (858) 652-3101

The Court has decided that Justice Law Corporation is qualified to represent you and all other Class Members simultaneously. Class Counsel is working on your behalf. If you want your own attorney, you may hire one at your own cost.

6. What Are My Options?

The purpose of this Notice is to inform you of the Settlement and of your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below, and explained in more detail in this Notice.

Important Note: Defendant will not retaliate against you in any way for either participating or not participating in this Settlement.

- **DO NOTHING:** If you do nothing and the Court grants final approval of the Settlement, you will become part of this lawsuit and will receive an Individual Settlement Share based on the total number of workweeks you were employed as an hourly-paid or non-exempt California employee of Defendant during the Class Period. You will release all the Released Claims, as defined in Section No. 9 below, and you will give up your right to pursue the Released Claims, as defined in Section No. 9 below.
- **OPT OUT:** If you do not want to participate as a Class Member, you may "opt out," which will remove you from the Class and this Class Action. If the Court grants final approval of the Settlement, you will not receive an Individual Settlement Share and you will not give up the right to sue the Released Parties, including Defendant, for any of the Released Claims as defined in Section No. 9 below. If you do "opt-out," you will still receive a portion of the PAGA Payment (defined below). Your right to pursue a claim pursuant to PAGA will be extinguished regardless of whether you opt out.
- **OBJECT:** You may file a written objection to the Settlement. If you would like to object, you may not opt out of this Settlement. You may appear at the Final Approval Hearing, either in person or through your own counsel, at your own expense and may orally object to the Settlement. If you submit both an Exclusion Form and written objection to the Settlement Administrator prior to the Response Deadline, the Settlement Administrator will first attempt to contact you to determine if you intended to submit only the Exclusion Form or written objection. If the Settlement Administrator is unable to contact you within ten (10) calendar days of receiving both the Exclusion Form and written objection or you fail to respond to the Settlement Administrator within ten (10) calendar days of being contacted, then only the Exclusion Form will be deemed valid. Your written objection will be invalid, and you will no longer be considered a member of the Class, will not receive your Individual Settlement Share, and will not be bound by the Released Claims.

The procedures for opting out and objecting are set forth below in the sections entitled "How Do I Opt Out or Exclude Myself From This Settlement?" and "How Do I Object To The Settlement?"

7. How Do I Opt Out Or Exclude Myself From This Settlement?

If you do not wish to participate in the Settlement, you may be excluded from the Settlement by sending a timely exclusion form. A Request for Exclusion Form ("Exclusion Form") has been provided to you along with this Notice, which can be used for this purpose. Alternatively, you can submit your own written document that includes this same information. If you opt out of the Settlement, you will not be releasing the Released Claims set forth in Section 9. The Exclusion Form must be signed, dated, and mailed by first-class regular U.S. Mail, postmarked no later than [REDACTED] to: **TECTONIC TRANSPORT C/O [REDACTED]**. You cannot exclude yourself by phone.

Eligible Aggrieved Employees May Not Opt Out of PAGA Portion of the Settlement. You do not have the right to opt out or otherwise exclude yourself from the PAGA portion of the Settlement, which releases the PAGA Released Claims. If you submit a valid and timely request for exclusion, you will still receive your share of the PAGA Payment and will release the PAGA Released Claims.

If you received a remailed Notice, whether by skip-trace or forwarded mail, you will have an additional ten (10) calendar days from [REDACTED] to postmark an Exclusion Form or objection to the Settlement. The envelope should indicate whether the Notice has been forwarded or remailed. We encourage you to keep copies of all documents, including the envelope, in the event the deadline is challenged.

The Court will exclude any Class Member who submits a complete and timely Exclusion Form as described in the paragraph above. The Exclusion Form shall unambiguously state that the Class Member wishes to exclude himself or herself from the Settlement and must also: (1) include the Class Member's name, address, and the last four digits of the Class Member's Social Security Number; (2) be addressed to the Settlement Administrator at the specified address; (3) be signed by the Class Member or his or her lawful representative; and (4) be postmarked no later than [REDACTED]. Exclusion Forms that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective. Any Class Member who fails to submit a valid and timely Exclusion Form on or before the above-specified deadline shall be bound by all terms of the Settlement, release, and any Judgment entered in the Class Action if the Settlement receives final approval.

If a Class Member submits both an Exclusion Form and written objection, the Exclusion Form will be deemed valid, and the objection will be deemed invalid, as set forth in the Settlement.

You are responsible for ensuring that the Settlement Administrator receives any Exclusion Form you submit.

8. How Do I Object To The Settlement?

If you are a Class Member who does not opt out of the Settlement, you may object to the Settlement, personally or through an attorney, by mailing an objection to the Settlement Administrator at [REDACTED] by [REDACTED]. The objection must include: (1) objector's full name, address, last four digits of his or her Social Security Number, and signature; (2) case name and number; (3) factual and legal basis, with supporting documents, if any, on which the objection is based; and (4) whether the objector is represented by an attorney and providing the contact information of any such attorney.

Class Members may appear at the Final Approval Hearing, either in person or through the objector's own counsel, at the Class Member's own expense and may orally object to the Settlement. Class Members' valid and timely written objections to the Settlement will still be considered even if the objector does not appear at the Final Approval Hearing. Class Members are permitted to make objections without a showing of good cause at the Final Approval Hearing, in person or through counsel, whether or not they submit a written objection.

Absent good cause found by the Court, Class Members who fail to object in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement. If the Court rejects the objection, the Class Member will receive an Individual Settlement Share and will be bound by the terms of the Settlement.

If a Class Member submits both an Exclusion Form and written objection, the Exclusion Form will be deemed valid, and the objection will be invalid, as set forth in the Settlement.

9. *How Does This Settlement Affect My Rights? What are the Released Claims?*

If the Settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not opt out of the Settlement will be bound by the Court's Final Judgment and will fully release and discharge Defendant and its past and present directors, officers, shareholders, owners, members, managing agents, attorneys, insurers, assigns, parents, subsidiaries, affiliates, predecessors, successors, business partners, contracting partners, and clients ("Released Parties"). The Released Claims are as follows:

A. Released Claims.

As of the Effective Date and upon Defendant's fulfillment of its payment obligations set forth in the Settlement Agreement, the claims that Plaintiff and the other Participating Class Members are releasing in exchange for the consideration provided for by this Agreement are defined as all claims that are asserted in the Complaint or that could be asserted based on the facts alleged in the Complaint that arise out of the same set of operative facts in the Action. This includes, but not limited to: (1) minimum wages (including any claims for additional wages owed due to "off-the-clock" work); (2) overtime and double time wages (including, but not limited to, failure to properly calculate the regular rate of pay to those who worked overtime and earned incentive pay); (3) meal and rest breaks; (4) failure to keep time records; (5) wage statement violations; (6) separation pay violations; (7) unreimbursed business expenses; (8) untimely payment of wages; (9) failure to maintain records; and (10) unfair business practices. The definition of Released Claims covers all the claims described above. The Released Parties shall be entitled to a release of the Released Claims which occurred only during the Class Period and during such time that the Participating Class Member was classified as hourly-paid or non-exempt. The Released Claims expressly exclude all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, claims while classified as exempt, and claims outside of the Class Period.

B. PAGA Released Claims.

As of the Effective Date and upon Defendant's fulfillment of its payment obligations set forth in the Settlement Agreement, the claims that Plaintiff, the other Eligible Aggrieved Employees, and LWDA are releasing in exchange for the consideration provided for by this Agreement are defined as any and all causes of action for civil penalties pursuant to PAGA that were alleged or which could have been alleged in the Action based on the facts and allegations pleaded in the First Amended Complaint in the Action and/or the LWDA notice letter. This includes all claims for civil penalties based upon or arising out of Defendant's alleged: (1) failure to pay minimum wages and sick pay; (2) failure to pay overtime wages (including failure to properly calculate the regular rate of pay to those who worked overtime and earned incentive pay); (3) failure to provide meal breaks; (4) failure to provide rest breaks; (5) failure to pay meal period premium wages; (6) failure to pay rest period premium wages; (7) failure to provide accurate wage statements; (8) failure to timely pay final wages during employment and at separation; (9) failure to maintain accurate payroll records; (10) failure to reimburse business-related expenses; and (11) claims for civil penalties arising under or based upon alleged violations of Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 229, 246(l), 510, 512(a), 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 2800, and 2802, and/or those arising under applicable Industrial Welfare Commission Wage Orders. The Released Parties shall be entitled to a release of the PAGA Released Claims which occurred only during the PAGA Period and during such time that the Eligible Aggrieved Employee was classified as hourly-paid or non-exempt.

The "Effective Date" is defined as fourteen (14) calendar days after both of the following have occurred: (1) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (2) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

10. How Much Can I Expect to Receive From This Settlement?

The total maximum amount that Defendant could be required to pay under the Settlement Agreement shall be up to but no more than \$275,000 ("Gross Settlement Amount" or "GSA").

The "Net Settlement Amount" or "NSA" means the portion of the Gross Settlement Amount available for distribution to all Class Members who do not submit valid and timely requests to exclude themselves from the Settlement ("Participating Class Members") after the deduction of (1) Class Representative Enhancement Payment of up to \$7,500 to Plaintiff; (2) Administration Costs of up to \$15,000 to the Settlement Administrator; (3) PAGA Payment of up to \$10,000 to the LWDA and Eligible Aggrieved Employees; (4) Attorney Fee Award of up to \$91,666.67 to Class Counsel; and (5) Cost Award of up to \$20,000 to Class Counsel. These payments are each subject to court approval.

After deducting the above-referenced items, the remaining Net Settlement Amount will be proportionately distributed among all Participating Class Members. The Settlement Administrator will pay an Individual Settlement Share from the Net Settlement Amount to each Participating Class Member. Each Participating Class Member will receive a proportionate share of the Net Settlement Amount that is equal to: (1) the number of weeks he or she worked as an hourly-paid or non-exempt employee of Defendant within the State of California during the Class Period based on the Class Data provided by Defendant; (2) divided by the total number of weeks worked by any and all Participating Class Members collectively during the Class Period based on the same Class Data; and (3) multiplied by the Net Settlement Amount. One day worked in a given week will be credited as a week for purposes of this calculation. Thus, the value of each Participating Class Member's Individual Settlement Share is tied directly to the number of weeks he or she worked during the Class Period.

Although your exact share of the Net Settlement Amount cannot be precisely calculated until the time during which Class Members may object to or seek exclusion from the Settlement concludes, based upon the calculation above, your approximate share of the Net Settlement Amount, is as follows: \$[REDACTED], less taxes. This is based on Defendant's records that show you worked [REDACTED] workweeks during the Class Period.

If you believe the number of eligible workweeks is incorrect, you may dispute this information by mailing a written explanation and/or documentation providing contrary information to the Settlement Administrator at [REDACTED] on or before [REDACTED]. The Settlement Administrator will evaluate any evidence you submit and will make the initial decision as to the number of eligible workweeks with which you should be credited. The Court will have the right to review the Settlement Administrator's decision and will make the final determination.

Thirty-three and one-third percent (33.33%) of your Individual Settlement Share will be treated as unpaid wages. Applicable taxes will be withheld from the wages portion of your Individual Settlement Share only and reported on an IRS Form W-2. The remaining sixty-six and two-third percent (66.67%) of your Individual Settlement Share will be treated as penalties and interest and will be paid pursuant to an IRS Form 1099. Defendant's portion

of payroll taxes as the Class Members' current or former employer is not included in the Gross Settlement Amount and will be a separate obligation of Defendant.

Defendant is expected to fund the Gross Settlement Amount no later than fourteen (14) calendar days after the Effective Date. Your Individual Settlement Share will be calculated and distributed within fourteen (14) calendar days after the funding of the Gross Settlement Amount.

It is strongly recommended that upon receipt of your Individual Settlement Share check, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period after mailing, the Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, pay the amount of the Individual Settlement Share to the California State Controller's Unclaimed Property Division in accordance with California Unclaimed Property Law.

III. What is the PAGA Payment and Am I Eligible for it?

Under the terms of the Settlement, \$10,000 has been set aside as a PAGA Payment. This portion is the total amount of civil penalties collected on behalf of the State of California. Seventy-five percent (75%) of the PAGA Payment (\$7,500) will be sent to the State of California. Eligible Aggrieved Employees will share the remaining twenty-five percent (25%) of the PAGA Payment (\$2,500) based on the number of pay periods they worked during the PAGA Period.

You are an aggrieved employee eligible to recover settlement funds from the PAGA Payment ("Eligible Aggrieved Employee") if you are a current and former hourly-paid or non-exempt employee of Defendant within the State of California at any time during the period from March 14, 2023 through April 12, 2024.

The Settlement Administrator shall pay each Eligible Aggrieved Employee according to his or her proportional share of the \$2,500 of the PAGA Payment allocated to the Eligible Aggrieved Employees, which will be based upon the total number of pay periods during which the Eligible Aggrieved Employee was employed during the PAGA Period. Each individual share will be calculated by: (1) determining the total number of pay periods within the PAGA Period the Eligible Aggrieved Employee was employed; (2) dividing this number by the total number of pay periods during the PAGA Period all Eligible Aggrieved Employees were employed (*i.e.*, the sum of all pay periods of employment for all Eligible Aggrieved Employees); and (3) multiplying this number by the \$2,500 allocated to the Eligible Aggrieved Employees.

Based on the total number of pay periods during the PAGA Period during which you were employed, your portion of the PAGA Payment is \$[REDACTED]. This is based on Defendant's records that show you worked [REDACTED] pay periods during the PAGA Period. One hundred percent (100%) of this payment will be considered penalties. You are responsible for paying any federal, state, or local taxes owed because of this payment.

If you believe the number of pay periods with which you have been credited is incorrect, you may dispute this information by mailing a written explanation and/or documentation providing contrary information to the Settlement Administrator at [REDACTED] on or before [REDACTED]. The Settlement Administrator will evaluate any evidence you submit and will make the initial decision as to the number of pay periods with which you should be credited. The Court will have the right to review the Settlement Administrator's decision and will make the final determination.

Because these penalties can only be sought by the State of California, you cannot exclude yourself from the PAGA portion of the Settlement if the Court gives final approval.

It is strongly recommended that upon receipt of your Individual Settlement Share check, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period after mailing, the Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, pay the amount of the Individual Settlement Share to the California State Controller's Unclaimed Property Division in accordance with California Unclaimed Property Law.

If you are not an Eligible Aggrieved Employee, this Section does not apply to you.

12. How Will the Attorneys for the Class and the Class Representative Be Paid?

The attorneys for Plaintiff and the Class will be paid from the Gross Settlement Amount. Subject to Court approval, the attorneys for Plaintiff and the Class shall be paid an amount not to exceed \$91,666.67 (1/3 of the Gross Settlement Amount) for attorneys' fees and an amount not to exceed \$20,000 for litigation costs.

Defendant has paid all its own attorneys' fees and costs.

As set forth in Section No. 10 above, Plaintiff will also be paid Class Representative Enhancement Payment, subject to Court approval.

13. Final Approval Hearing

The Court will hold a Final Fairness and Approval Hearing concerning the Settlement on [REDACTED] at [REDACTED] before Judge Randall J. Sherman at Department CX-105 in the Superior Court of California, County of Orange, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701. You are not required to appear at the Final Approval Hearing. Any changes to the Final Approval Hearing date will be reflected on the Settlement Administrator's website [REDACTED]. A copy of this Notice along with the most important documents in this Class Action will also be made available on Settlement Administrator's website reflected above.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact Class Counsel, listed above, or the Settlement Administrator at the telephone number listed below, toll free. Please refer to the "Tectonic Transport class action settlement."

This Notice does not contain all the terms of the Settlement or all the details of these proceedings. For more detailed information, you may refer to the underlying documents and papers on file with the Orange County Superior Court at 751 West Santa Ana Boulevard, Santa Ana, California 92701 between 8:30 a.m. and 4:00 p.m. or by visiting <https://www.occourts.org/> and clicking on the "Online Services" tab, then the "Case Access" subtab, and then the link for "Civil Case & Document Access." Once at this screen, you must read the "Information

Disclaimer" and click on "Accept Terms." Next, you must input the case number 30-2023-01320697-CU-OE-CXC, the year the case was filed (2023), confirm that you are not a robot, and click "Search." Afterwards, click on the "Register of Actions" tab and scroll down to the document containing the full Settlement Agreement, titled [REDACTED] filed on [REDACTED]. Click on the blank box next to this document and then click on the "Cart" tab. Finally, click on "Checkout" to purchase the document.

You may also contact Class Counsel by visiting Justice Law Corporation at 751 North Fair Oaks Avenue, Suite 101, Pasadena, California 91103 during regular business hours, from 9:00 a.m. to 6:00 p.m., or by calling (818) 230-7502. Class Counsel will provide you with an electronic copy of the Settlement documents or case documents free of charge.

PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.

-10-


Questions? Call the Settlement Administrator toll free at 

EXHIBIT B

REQUEST FOR EXCLUSION FORM

Superior Court of California, County of Orange
Milton Ramon Santa Cruz v. Tectonic Transport
Case No. 30-2023-01320697-CU-OE-CXC

DO NOT SIGN OR SEND THIS DOCUMENT UNLESS YOU WISH TO EXCLUDE YOURSELF FROM THE CLASS PORTION OF THE SETTLEMENT. IF YOU EXCLUDE YOURSELF, YOU WILL NOT RECEIVE ANY PAYMENT FROM THE CLASS PORTION OF THE SETTLEMENT.

THIS DOCUMENT MUST BE POSTMARKED NO LATER THAN [REDACTED]. IT MUST BE SENT VIA FIRST-CLASS REGULAR U.S. MAIL.

PLEASE MAIL THIS EXCLUSION FORM VIA FIRST-CLASS REGULAR U.S. MAIL TO:

TECTONIC TRANSPORT C/O [REDACTED]

IT IS MY DECISION NOT TO PARTICIPATE IN THE CLASS ACTION REFERRED TO ABOVE, AND NOT TO BE INCLUDED AS A CLASS MEMBER IN THE CLASS ACTION REFERENCED ABOVE. I UNDERSTAND THAT BY EXCLUDING MYSELF, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT, EXCEPT MY PORTION OF THE CIVIL PENALTIES ALLOCATED TO THE LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004 ("PAGA"), LABOR CODE SECTION 2698, *et seq.*, SETTLEMENT.

I ALSO UNDERSTAND IF I ELECT TO OPT OUT OF THIS CLASS ACTION SETTLEMENT, ANY CLAIMS I HAVE WILL NOT BE RELEASED; EXCEPT THAT, EVEN IF I ELECT TO OPT OUT, I UNDERSTAND THAT I CANNOT PURSUE A PAGA LAWSUIT BASED ON THE CLAIMS RELEASED AS A PART OF THE PAGA RELEASED CLAIMS AGAINST THE RELEASED PARTIES.

I confirm that I am a current or former hourly-paid or non-exempt employee of Tectonic Transport within the State of California at any time during the period from April 21, 2019 through April 12, 2024. I confirm that I have received and reviewed the Notice of Class Action Settlement in this matter. I have decided to be excluded from the Class and not to participate in the class portion of the settlement.

Dated: _____

(Signature)

(Last four digits of Social Security Number)

(Type or print name and former name(s))

(Telephone number)

(Address)

(Address continued)