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17
18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
19 **COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

20
21 TROY SANTOS, *et al.*,

22 Plaintiffs,

23 v.

24 WALSH/SHEA CORRIDOR
25 CONSTRUCTORS, *et al.*,

26 Defendants.
27
28

CASE NO.: BC721303

**CLASS ACTION SETTLEMENT
AGREEMENT AND RELEASE**

1 KIMBERLY WOODBURY, as an individual, and on
2 behalf of all similarly situated employees,

3 Plaintiffs,

4 vs.

5 WALSH/SHEA CORRIDOR CONSTRUCTORS, an
6 unknown business entity; and DOES 1 through 50,
7 inclusive,

8 Defendants.

Case No.: 18STCV03358

9 JADE KATONA, as an individual and on behalf of all
10 others similarly situated,

11 Plaintiffs,

12 vs.

13 WALSH CONSTRUCTION COMPANY II, LLC, an
14 Illinois Limited Liability Company; WALSH
15 CONSTRUCTION COMPANY, an Illinois
16 Corporation; and DOES 1 through 100,

17 Defendants.

Case No.: 18STCV05021

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1 This Class Action Settlement and Release (“Settlement Agreement” or “Agreement”) is
2 entered into by and between Plaintiffs Troy Santos, Jade Katona, and Kimberly Woodbury
3 (“Plaintiffs”) on behalf of themselves and the Class, on the one hand, and Defendants Walsh/Shea
4 Corridor Constructors, Walsh Construction Company II, LLC, and Walsh Construction Company
5 (collectively, “Defendants”), on the other hand.

6 In consideration of the mutual covenants, promises, and agreements set forth herein, the
7 Parties agree, subject to the approval by the Court, that the Actions and the Released Claims shall
8 be settled and compromised as between Plaintiffs and the Class on the one hand, and Defendants on
9 the other hand, subject to the terms and conditions set forth herein.

10 **DEFINITIONS**

11 1. “Action” or “Actions” mean, collectively, the related actions entitled *Santos v.*
12 *Walsh/Shea Corridor Constructors*, Los Angeles County Superior Court Case No. BC721303
13 (“*Santos Action*”); *Katona v. Walsh Construction Company II, LLC, et al.*, Los Angeles County
14 Superior Court Case No. 18STCV05021 (“*Katona Action*”); and *Woodbury v. Walsh/Shea Corridor*
15 *Constructors*, Los Angeles County Superior Court Case No. 18STCV03358 (“*Woodbury Action*”).

16 2. “Class” means all non-exempt employees who were employed by Defendants to
17 work on the Crenshaw/LAX Transit Corridor project in California during the Class Period.

18 3. “Class Counsel” means the Wand Law Firm, P.C., Mahoney Law Group, APC, and
19 Haines Law Group APC.

20 4. “Class Counsel Award” means (a) attorneys’ fees for Class Counsel’s litigation and
21 resolution of the Actions, and (b) Class Counsel’s expenses and costs incurred in connection with
22 the Actions.

23 5. “Class Information” means the compilation of the following information for each
24 Class Member: last known full name; last known address; last known telephone number; Social
25 Security number and employee ID number; start and end dates of employment as a non-exempt
26 employee of Defendants in California during the Class Period; the number of calendar days worked
27 by the employee within his or her inclusive dates of employment with Defendants; and other such
28

1 mutually agreed upon information by the Parties as may be necessary to independently review the
2 Compensable Workweeks attributed to each Class Member.

3 6. "Class Member(s)" means each person who is a member of the Class defined in
4 Paragraph 2 above and who is eligible to participate in this Settlement.

5 7. "Class Notice" means the notice, substantially in the form attached hereto as **Exhibit**
6 **1**, which the Settlement Administrator will mail to each Class Member, and which explains, *inter*
7 *alia*, the terms of this Settlement, each Class Member's estimated Individual Settlement Payment,
8 the settlement process, and the right of Class Members to object to the Settlement, opt-out of the
9 Settlement, or dispute the number of Compensable Workweeks attributed to them.

10 8. "Class Period" means the time period from September 10, 2014 through the
11 Preliminary Approval Date. However, if the Court has not ruled on Plaintiffs' motion for
12 preliminary approval by September 1, 2020, then September 1, 2020 shall be the end date of the
13 Class Period.

14 9. "Class Representative Service Award(s)" means the amount that the Court authorizes
15 to be paid to Plaintiffs, in addition to Plaintiffs' Individual Settlement Payments, in recognition of,
16 *inter alia*, their efforts and risks in assisting with the prosecution of the Actions and in return for
17 executing a general release with Defendants.

18 10. "Compensable Workweek(s)" means the number of weeks worked by each Class
19 Member individually and collectively by all Class Members during the Class Period and used as a
20 value to calculate Individual Settlement Payments. The number of Compensable Workweeks for
21 each Class Member, and collectively for the Class, will be calculated by the Settlement
22 Administrator, based on the Class Information provided by Defendants. The number of
23 Compensable Workweeks for each Class Member will be determined by adding all the calendar
24 days within the inclusive dates of employment for the Class Member and dividing that number by
25 seven. Any partial workweek will be expressed as a percentage of a full workweek.

26 11. "Court" means the Superior Court for the County of Los Angeles, State of California.

27 12. "Cy Pres Recipient" means the charitable organization that will receive any
28 settlement funds that are not negotiated by Settlement Class Members. The Parties have selected

1 Legal Aid Foundation of Los Angeles, a 501(c)(3) organization that is dedicated to protecting the
2 rights of low-income people throughout the greater Los Angeles region, as the Cy Pres Recipient.

3 13. “Defendants” means Walsh/Shea Corridor Constructors, Walsh Construction
4 Company II, LLC, and Walsh Construction Company.

5 14. “Defendants’ Counsel” means Mark A. Konkel, Diana Hamar, Matthew C.
6 Luzadder, Kimberly C. Carter, and Tahir L. Boykins of Kelley Drye & Warren, LLP.

7 15. “Effective Date” means the date on which the Court’s Final Approval Order and
8 Judgment becomes final. The Court’s Final Approval Order and Judgment “becomes final” upon
9 the latter of: (a) if there is no Objection to the Settlement, or if there is an Objection but it is
10 withdrawn, then, the date that the Final Approval Order and Judgment is entered by the Court; (b)
11 if there is an Objection to the Settlement that is not withdrawn, but no appeal is commenced
12 thereafter, then, sixty-five (65) calendar days following the date that the Final Approval Order and
13 Judgment is entered by the Court; or (c) if there is an Objection to the Settlement, that is not
14 withdrawn, and any appeal, writ, or other appellate proceeding opposing the Settlement has been
15 filed within sixty-five (65) calendar days following the date that the Final Approval Order and
16 Judgment is entered by the Court, then, when any such appeal, writ, or other appellate proceeding
17 opposing the validity of the Settlement has been resolved finally and conclusively with no right to
18 pursue further remedies or relief.

19 16. “Employer’s Share of Payroll Taxes” means the dollar amount of Defendants’
20 employer payroll tax obligation on the employee wage portion of the Individual Settlement
21 Payments, including but not limited to, customary withholdings for federal, state and local taxes,
22 and any similar tax or charge. The Settlement Administrator shall provide Defendants with the
23 amount of the Employer’s Share of Payroll Taxes owed. Defendants shall pay this amount separately
24 from, and in addition to, the Gross Settlement Amount.

25 17. “Final Approval Hearing” means the hearing that the Court will hold after the Court
26 has granted preliminary approval of the Settlement and notice has been provided to the Class the
27 response of the Class to the Settlement has been determined, regarding, *inter alia*, whether final
28 approval of the Settlement is appropriate and the amounts properly payable for: (a) Individual

1 Settlement Payments; (b) the Class Counsel Award; (c) the Class Representative Service Awards;
2 (d) payment to the LWDA; and (e) the Settlement Administration Costs.

3 18. “Final Approval Order and Judgment” means an order and judgment that the Court
4 will enter which finally approves this Settlement and enters a judgment in favor of Plaintiffs.

5 19. “Gross Settlement Amount” means the maximum amount which Defendants are
6 obligated to pay under this Settlement Agreement, which is One Million Six Hundred Thousand
7 Dollars and Zero Cents (\$1,600,000.00). This is a non-reversionary Settlement in which Defendants
8 are required to pay the entire Gross Settlement Amount. No portion of the Gross Settlement Amount
9 will revert to Defendants under any circumstances. Other than Defendants’ Employer Share of
10 Payroll Taxes, the Gross Settlement Amount constitutes the total maximum amount that Defendants
11 shall pay to settle this Action.

12 20. “Individual Settlement Payment” means the amount payable from the Net Settlement
13 Amount to each Settlement Class Member, less employee portions of state and federal withholding
14 taxes, including FICA, FUTA and SDI contributions and any other applicable payroll deductions
15 required by law as a result of the payment of the amount allocated to such Class Members.

16 21. “LWDA” means the California Labor and Workforce Development Agency.

17 22. “Net Settlement Amount” means the Gross Settlement Amount, less the Class
18 Counsel Award, Class Representative Service Awards, payment to the LWDA for PAGA penalties,
19 and Settlement Administration Costs. If the Court approves less than the amounts requested for the
20 Class Counsel Award, Class Representative Service Awards, payment to the LWDA for PAGA
21 penalties, or Settlement Administration Costs, such amounts will return to the Net Settlement
22 Amount.

23 23. “Objection” means a written communication submitted by a Class Member to the
24 Settlement Administrator that contains a clear statement by the Class Member that he or she is
25 objecting to any of the terms of the Settlement. Class Members may also object to the Settlement
26 orally at the Final Approval Hearing without the need to submit a written Objection.

27 24. “Parties” means Plaintiffs and Defendants collectively, and “Party” means either
28 Plaintiffs or Defendant individually.

1 25. “Payment Ratio” means the respective Compensable Workweeks for each Settlement
2 Class Member divided by the total Compensable Workweeks for all Settlement Class Members.

3 26. “Plaintiffs” means Troy Santos, Jade Katona, and Kimberly Woodbury.

4 27. “Preliminary Approval Date” means the date upon which the Court enters the
5 Preliminary Approval Order.

6 28. “Preliminary Approval Order” means the order, substantially in the form attached
7 hereto as **Exhibit 2**, which grants preliminary approval of the Settlement.

8 29. “Request for Exclusion” means a letter or other written communication submitted by
9 a Class Member to the Settlement Administrator that contains a clear statement by the Class Member
10 that he or she is electing to be excluded from the Settlement.

11 30. “Released Claims by Plaintiffs” means: As of the Effective Date, and in exchange
12 for the consideration provided under this Settlement, Plaintiffs, as a Class Members, agree to the
13 Release of Claims by Settlement Class Members, which is set forth in Paragraph 31 below. In
14 addition to Release of Claims by Settlement Class Members, Plaintiffs agree to a general release,
15 which includes any unknown claims that they did not know or suspect to exist in their favor at the
16 time of the general release, which, if known, might have affected their Settlement with, and release
17 of, the Released Parties. With respect to the general release, Plaintiffs stipulate and agree that, upon
18 the Effective Date, they shall be deemed to have expressly waived and relinquished, to the fullest
19 extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil
20 Code, or any other similar provision under federal or state law as to the generally released claims,
21 which provides:

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

26 Plaintiffs may hereafter discover facts in addition to or different from those now known or
27 believed to be true with respect to the subject matter of the general release, but upon the Effective
28 Date, they shall be deemed to have fully, finally, and forever settled and released any and all of the
claims released pursuant to the general release, whether known or unknown, suspected or

1 unsuspected, contingent or non-contingent, which now exist, or heretofore have existed upon any
2 theory of law or equity.

3 This general release applies to Plaintiffs only. It does not apply to the Released Claims by
4 Settlement Class Members, which is set forth in Paragraph 31 below.

5 In addition, notwithstanding the foregoing, the Released Claims by Plaintiffs shall not apply
6 to any individual claims that Plaintiff Jade Katona has against Defendants for workplace harassment,
7 discrimination, retaliation, or wrongful termination, which are not being released through this
8 Agreement.

9 31. “Released Claims by Settlement Class Members” means: As of the Effective Date,
10 and in exchange for the consideration provided under this Settlement, Settlement Class Members
11 shall fully and finally release and discharge Released Parties, from any and all claims, debts,
12 liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of
13 action that were asserted, or could have been asserted, whether known or unknown, contingent or
14 accrued, under any state or local statute, ordinance, regulation, order, or common law, arising out
15 of, based upon, or relating to the facts alleged in the Action, including claims for: (a) failure to
16 provide meal periods or compensation in lieu thereof in violation of California Labor Code §§ 226.7
17 510, 512, 1194 and 1197; (b) failure to provide rest periods or compensation in lieu thereof in
18 violation of California Labor Code §§ 226.7 and 512; (c) failure to timely pay wages during
19 employment in violation of California Labor Code §§ 204 and 210; (d) failure to timely pay wages
20 at termination of employment in violation of California Labor Code §§ 201, 202 and 203; (e) failure
21 to maintain required records in violation of California Labor Code §§ 226 and 1174; (f) failure to
22 provide accurate itemized wage statements in violation of California Labor Code § 226; (g) failure
23 to reimburse business expenses in violation of California Labor Code § 2802; (h) failure to pay
24 prevailing wages in violation of California Labor Code § 1720 *et seq.*; (i) violation of the California
25 Consumer Credit Reporting Agencies Act, California Civil Code § 1785.1 *et seq.*; (j) violation of
26 the California Investigative Consumer Reporting Agencies Act, California Civil Code § 1786 *et*
27 *seq.*; (k) violation of the California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 *et*
28 *seq.*; and (l) and violation of the Private Attorneys’ General Act, California Labor Code § 2699 *et*

1 *seq.*, predicated on any of the violations of the California Labor Code and applicable IWC Wage
2 Order alleged in the Action. This release shall apply to all claims arising at any point during the
3 Class Period.

4 32. “Released Parties” means Defendants and their past, present or future direct and
5 indirect parent companies, predecessor entities, successor entities, related companies, direct and
6 indirect subsidiaries, holding entities, affiliates, franchisees, distributors, wholesalers, retailers,
7 advertising and production agencies, and licensors, including all past, present and future officers,
8 directors, managers, members, partners, principals, owners, employees, shareholders, consultants,
9 attorneys, legal representatives, accountants, auditors, consultants, insurers, reinsurers, employee
10 benefit plans, fiduciaries, agents, or other equity interest holders of any of the foregoing, together
11 with any of their heirs, executors, administrators, and assigns, both individually and in their official
12 capacities.

13 33. “Response Deadline” means forty-five (45) calendar days after the postmark date of
14 the Class Notice that the Settlement Administrator shall mail to Class Members, and the last date on
15 which Class Members may: (a) submit a Request for Exclusion; (b) submit a written Objection to
16 the Settlement; or (c) dispute the number of Compensable Workweeks attributed to them.

17 34. “Settlement” means the disposition of the Actions pursuant to this Agreement.

18 35. “Settlement Administration Costs” means the amount to be paid to the Settlement
19 Administrator from the Gross Settlement Amount for notice and administration of this Settlement.

20 36. “Settlement Administrator” means CPT Group. The Settlement Administrator shall
21 be responsible for, *inter alia*: (a) performing Spanish translations of the Class Notice; (b) printing
22 and mailing the Class Notice to the Class; (c) calculating the Individual Settlement Payments based
23 on the Class Information; (d) calculating the Employer’s Share of Payroll Taxes which Defendants
24 shall pay in addition to the Gross Settlement Amount; (e) receiving and reporting the Requests for
25 Exclusion and Objections submitted by Class Members to the Parties; (f) providing declaration(s)
26 as necessary in support of preliminary and/or final approval of this Settlement; (g) processing and
27 mailing payments to Plaintiffs, Class Counsel, the LWDA, and Settlement Class Members; (h)
28 creating and maintaining a static settlement website where relevant documents and information

1 pertaining to the Settlement will be posted; and (i) any other tasks as the Parties mutually agree or
2 the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep
3 the Parties timely apprised of the performance of all Settlement Administrator responsibilities. The
4 Parties agree that they have no financial interest or other relationship with CPT Group that could
5 create a conflict of interest. Should a conflict of interest or other issue lead to the disqualification of
6 the selected Settlement Administrator, the Parties will meet and confer as to a suitable replacement.

7 37. “Settlement Class” or “Settlement Class Members” means all Class Members who
8 have not opted out of the Class by submitting a valid and timely Request for Exclusion.

9 RECITALS

10 38. The Actions. On September 10, 2018, Plaintiff Troy Santos commenced the *Santos*
11 Action. On November 1, 2018, Plaintiff Kimberly Woodbury commenced the *Woodbury* Action.
12 On November 8, 2018, Plaintiff Jade Katona commenced the *Katona* Action.

13 39. Investigation and Discovery. The Parties conducted significant investigation of the
14 facts and law during the prosecution of the Actions and before this Settlement was reached. Such
15 discovery and investigation includes, *inter alia*, the exchange of information and documents
16 pertaining to Plaintiffs and the Class, and numerous meetings and informal conferences wherein the
17 Parties exchanged information, class data, and theories of the case. Plaintiffs have also investigated
18 the law as applied to the facts of Plaintiffs’ claims and Defendants’ potential defenses thereto.

19 40. Mediation and Settlement. On November 20, 2019, the Parties engaged in mediation
20 with Michael Dickstein, Esq. The Parties did not reach a settlement at the mediation, but they
21 continued to engage in settlement discussions over the next several months through the assistance
22 of the mediator. On April 16, 2020, the Parties accepted a proposal from the mediator regarding the
23 material terms for a proposed class action settlement that would fully resolve this matter.

24 41. Benefits of Settlement to Class Members. Plaintiffs and Class Counsel recognize the
25 expense and length of continued proceedings necessary to litigate Plaintiffs’ claims through trial
26 and any possible appeals. Plaintiffs have also taken into account the uncertainty and risk of the
27 outcome of further litigation, and the difficulties and delays inherent in such litigation. Plaintiffs
28 and Class Counsel are also aware of the burdens of proof necessary to establish liability for the

1 claims asserted in the Action, both generally and in response to Defendants' defenses thereto, and
2 the difficulties in establishing damages for the Class. Plaintiffs and Class Counsel have also taken
3 into account Defendants' agreement to enter into a settlement that confers substantial relief upon
4 the members of the Class. Based on the foregoing, Plaintiffs and Class Counsel have determined
5 that the Settlement set forth in this Settlement Agreement is fair, adequate, and reasonable, and is
6 in the best interests of the Class.

7 42. Defendants' Reasons for Settlement. Defendants have concluded that any further
8 defense of this litigation would be protracted and expensive for all Parties. Substantial amounts of
9 Defendants' time, energy, and resources have been and, unless this Settlement is completed, will
10 continue to be devoted to the defense of the claims asserted by Plaintiffs. Defendants have also taken
11 into account the risks of further litigation in reaching their decision to enter into this Settlement.
12 Defendants specifically and generally deny all of the claims asserted in the Actions and all other
13 Released Claims; deny all allegations and claims as to liability, damages, penalties, interest, fees
14 and all other forms of relief; deny any and all wrongdoing of any kind whatsoever associated with
15 any of the facts or claims alleged in the Actions; and make no concessions or admissions of
16 wrongdoing or liability of any kind whatsoever. Defendants maintain that for any purpose other than
17 settlement, these Actions are not suitable or appropriate for class action treatment. Defendants have
18 agreed, nonetheless, to settle in the manner and upon the terms set forth in this Settlement
19 Agreement to put to rest the claims in the Actions. As to the Released Claims, Defendants deny and
20 continue to deny each of those claims.

21 **STIPULATION AND AGREEMENT**

22 43. NOW THEREFORE, in consideration of the mutual covenants, promises, and
23 agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

24 44. It is agreed by and among Plaintiffs and Defendants that this Settlement shall bind
25 the Plaintiffs, Settlement Class Members, and Defendants, subject to the terms and conditions
26 hereof.

27 45. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
28 the "acknowledging party" and each Party to this Agreement other than the acknowledging party,

1 an “other party”) acknowledges and agrees that (1) no provision of this Agreement, and no written
2 communication or disclosure between or among the Parties or their attorneys and other advisers, is
3 or was intended to be, nor shall any such communication or disclosure constitute or be construed or
4 be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230
5 (31 CFR Part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her,
6 or its own, independent legal and tax counsel for advice (including tax advice) in connection with
7 this Agreement, (b) has not entered into this Agreement based upon the recommendation of any
8 other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any
9 communication or disclosure by any attorney or advisor to any other party to avoid any tax penalty
10 that may be imposed on the acknowledging party; and (3) no attorney or advisor to any other party
11 has imposed any limitation that protects the confidentiality of any such attorney’s or adviser’s tax
12 strategies (regardless of whether such limitation is legally binding) upon disclosure by the
13 acknowledging party of the tax treatment or tax structure of any transaction, including any
14 transaction contemplated by this Agreement.

15 46. Consolidation of Cases. The Parties stipulate to the consolidation of the Actions for
16 settlement purposes. If the Court does not grant either preliminary or final approval of this
17 Settlement, the Parties agree that they will return to a point in litigation immediately prior to the
18 execution of this Agreement, wherein the *Katona* Action, *Woodbury* Action, and *Santos* Action
19 were not consolidated.

20 47. Class Certification. Defendants stipulate to class certification pursuant to California
21 Code of Civil Procedure § 382 for purposes of settlement only. If the Court does not grant either
22 preliminary or final approval of this Settlement, the Parties agree that this stipulation regarding class
23 certification will be revoked, and the Parties will return to a point in litigation immediately prior to
24 the execution of this Agreement and Defendants may assert all potentially applicable defenses in
25 connection with the Actions (e.g., contest whether the Actions should be maintained as a class
26 action, contest the merits of the claims being asserted in each Action, etc.). Plaintiffs do not waive
27 their right to move for class certification and shall not be prohibited from doing so in that event.

28

1 48. Approval of Settlement. Plaintiffs will move the Court to grant preliminary and final
2 approval of this class action Settlement. The Parties agree to work diligently and cooperatively to
3 have this matter presented to the Court for preliminary and final approval.

4 49. LWDA Notice. Plaintiffs acknowledge and agree that they will provide notice to the
5 LWDA of this Settlement in accordance with California Labor Code Section 2699(1)(2).

6 50. Release of Claims by Plaintiffs. Plaintiffs release the “Released Claims by
7 Plaintiffs” as of the Effective Date.

8 51. Release of Claims by Settlement Class Members. Settlement Class Members release
9 the “Released Claims by Settlement Class Members” as of the Effective Date.

10 52. Settlement Administration. Within ten (10) calendar days after the Preliminary
11 Approval Date, Defendants shall provide the Settlement Administrator with the Class Information.
12 The Class Information shall not be disclosed to Plaintiffs, Class Counsel or anyone else external to
13 the Settlement Administrator without the written consent of Defendants. The Settlement
14 Administrator shall share with Class Counsel, at its request and without the need for consent from
15 Defendants’ Counsel, the total number and the names, dates of employment, and Individual Payment
16 amounts, and with prior written notice to Defendants’ Counsel, the data given to the Settlement
17 Administrator by Defendants to calculate the Individual Payments regarding a Class Member who
18 has inquired about his or her own individual participation in the Settlement or objected to the
19 Settlement in order to enable Class Counsel to respond to such inquiry.

20 53. Notice to the Class. Upon receipt of the Class Information, the Settlement
21 Administrator will perform a search based on the National Change of Address Database to update
22 and correct any known or identifiable address changes. Within fourteen (14) calendar days after
23 receiving the Class Information, the Settlement Administrator shall mail copies of the Class Notice
24 to all Class Members via regular First Class U.S. Mail. The Settlement Administrator shall exercise
25 its best judgment to determine the current mailing address for each Class Member. The address
26 identified by the Settlement Administrator as the current mailing address shall be presumed to be
27 the best mailing address for each Class Member.

28

1 a. The Class Notice and Procedure Comports with Due Process. The Parties
2 agree that the notice procedures outlined in this Agreement provide the best and most practical
3 method of giving notice to the Class and fully comply with due process and all applicable laws and
4 rules.

5 b. Undeliverable Notices. Any Class Notice returned to the Settlement
6 Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the
7 forwarding address affixed thereto within seven (7) calendar days. If no forwarding address is
8 provided, the Settlement Administrator shall promptly attempt to determine a correct address by use
9 of skip-tracing, or other search using the name, address and/or Social Security number of the Class
10 Member involved, and shall then perform a re-mailing, if another mailing address is identified by
11 the Settlement Administrator. Class Members who receive a re-mailed Notice of Class Settlement
12 shall have forty-five (45) days after the postmark date of the re-mailed Notice of Class Settlement
13 to: (a) submit a Request for Exclusion; (b) submit an Objection to the Settlement; or (c) dispute the
14 number of Compensable Workweeks attributed to them.

15 c. Disputes Regarding Individual Settlement Payments. Class Members will
16 have the opportunity, should they disagree with Defendants' records regarding the dates of
17 employment stated in the Class Notice and/or the number of Compensable Workweeks attributed to
18 them, to provide documentation and/or an explanation to show contrary information by the
19 Response Deadline. The dispute form must: (a) contain the full name, address, and telephone
20 number of the Class Member, and the last four digits of the Class Member's social security number
21 or full employee ID number; (b) contain the case name and case number; (c) a clear statement by
22 the Class Member that he or she is disputing the number of Compensable Workweeks and the basis
23 for the dispute; (d) be signed by the Class Member; and (e) be postmarked by the Response Deadline.
24 The date of the postmark on the return mailing envelope on the dispute form shall be the exclusive
25 means used to determine whether it has been timely submitted. If there is a dispute, the Settlement
26 Administrator will consult with the Parties to determine whether an adjustment is warranted. The
27 Settlement Administrator shall then determine the eligibility for, and the amounts of, any Individual
28 Settlement Payments under the terms of this Agreement. In the absence of circumstances indicating

1 fraud, manipulation or destruction, Defendants' records shall be given a rebuttable presumption of
2 accuracy.

3 d. Requests for Exclusion. Class Members who wish to exclude themselves
4 from the Settlement must mail to the Settlement Administrator a Request for Exclusion by the
5 Response Deadline. The Request for Exclusion must: (a) contain the full name, address, and
6 telephone number of the Class Member, and the last four digits of the Class Member's social security
7 number or full employee ID number; (b) contain the case name and case number; (c) a clear
8 statement by the Class Member that he or she is electing to be excluded from the Settlement; (d) be
9 signed by the Class Member; and (e) be postmarked by the Response Deadline. The date of the
10 postmark on the return mailing envelope on the Request for Exclusion shall be the exclusive means
11 used to determine whether it has been timely submitted. The Request for Exclusion will be deemed
12 invalid if it does not contain the foregoing information. Any Class Member who requests to be
13 excluded from the Settlement Class shall not be entitled to any recovery under the Settlement and
14 shall not be bound by the terms of the Settlement or have any right to object, appeal or comment
15 thereon. Class Members who fail to submit a valid and timely Request for Exclusion on or before
16 the Response Deadline shall be bound by all terms of the Settlement and any Final Approval Order
17 and Judgment entered in this Action.

18 e. Objections. Class Members who wish to object to the Settlement may do so
19 orally at the Final Approval Hearing without the need to submit a written Objection, or by mailing
20 to the Settlement Administrator a written Objection by the Response Deadline. The written
21 Objection must: (a) contain the full name, address, and telephone number of the Class Member, and
22 the last four digits of the Class Member's social security number or full employee ID number; (b)
23 contain the case name and case number; (c) the dates of employment of the Class Member; (d) state
24 whether the Class Member intends to appear at the final approval hearing; (e) be signed by the Class
25 Member; (f) state the basis for the Objection, including any legal briefs, papers or memoranda in
26 support of the Objection; and (g) be postmarked by the Response Deadline. The date of the postmark
27 on the return mailing envelope on the written Objection shall be the exclusive means used to
28 determine whether the written Objection has been timely submitted. Class Members who fail to

1 make Objections in the manner specified above shall be deemed to have waived any objections and
2 shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement.
3 At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class
4 Members to object to the Settlement or appeal the Final Approval Order and Judgment. Class
5 Counsel shall not represent any Class Members with respect to any Objections. The Settlement
6 Administrator will provide the Parties with any written Objection within seven (7) calendar days of
7 its receipt of any Objection. Plaintiffs will file any and all written Objections with the Court in
8 advance of the Final Approval Hearing.

9 54. Funding Gross Settlement Amount. Within fourteen (14) calendar days of the
10 Effective Date, Defendants shall wire transfer the full Gross Settlement Amount, plus the
11 Employer's Share of Payroll Taxes, to the Settlement Administrator.

12 55. Allocation of Settlement. Individual Settlement Payments will be paid from the Net
13 Settlement Amount and shall be paid pursuant to the settlement formula set forth herein. Individual
14 Settlement Payments shall be mailed by regular First Class U.S. Mail to Settlement Class Members'
15 last known mailing address.

16 a. The Settlement Administrator shall calculate the total Compensable
17 Workweeks for all Settlement Class Members based on the Class Information provided by
18 Defendants. The respective Compensable Workweeks for each Settlement Class Member will be
19 divided by the total Compensable Workweeks for all Settlement Class Members, resulting in the
20 Payment Ratio for each Settlement Class Member. Each Settlement Class Member's Payment Ratio
21 will then be multiplied by the Net Settlement Amount to determine his or her Individual Settlement
22 Payment.

23 b. Individual Settlement Payments due to each Settlement Class Member shall
24 be designated as follows:

25 1. Eighty percent (80%) of the Individual Settlement Payment shall
26 represent payment of all penalties and interest. This payment will not be subject to withholding of
27 local, state, and federal taxes. If required, the Settlement Administrator will issue an IRS Form 1099
28 to each Settlement Class Member in relation to this payment.

1 2. Twenty percent (20%) of the Individual Settlement Payment shall
2 represent payment for wages. This payment shall be subject to the withholding of all applicable
3 local, state, and federal taxes. Applicable payroll taxes and/or contributions will be deducted from
4 the amount paid to Settlement Class Members. The Settlement Administrator will issue a W-2 Form
5 to each Settlement Class Member in relation to this payment.

6 c. Un-Negotiated Settlement Checks. Individual Settlement Payment checks
7 shall remain negotiable for one hundred and twenty (120) calendar days from the postmark date of
8 issuance. If the Individual Settlement Payment check is not cashed, deposited, or otherwise
9 negotiated within the 120-day deadline, the check will be voided, and the funds associated with any
10 such voided checks shall be distributed to Legal Aid at Work. The Parties represent that they do not
11 have an interest in the governance or work of Legal Aid at Work. Should a conflict of interest or
12 other issue lead to the disapproval of Legal Aid at Work as a Cy Pres Recipient, the Parties will
13 meet and confer as to a suitable replacement. In compliance with California Code of Civil Procedure
14 § 384, after all amounts paid to Class Members have been made (i.e., the time for Class Members
15 to negotiate the checks has expired), the Settlement Administrator shall provide a report, and if there
16 are any remaining unclaimed funds (i.e., funds from checks not negotiated by Class Members), the
17 Final Approval Order and Judgment shall be amended to direct said funds to be paid to Legal Aid
18 at Work or other Cy Pres Recipient.

19 d. Certification by Settlement Administrator. The Parties have the right to
20 monitor and review administration of the Settlement. Any disputes not resolved by the Settlement
21 Administrator concerning the administration of the Settlement will be resolved by the Court, under
22 the laws of the State of California. Prior to any such involvement of the Court, counsel for the Parties
23 will confer in good faith to resolve the disputes without the necessity of involving the Court. Upon
24 completion of administration of the Settlement, the Settlement Administrator shall provide written
25 certification of such completion to counsel for the Parties, and which shall be filed with the Court
26 as necessary.

27 e. Settlement Awards Do Not Trigger Additional Benefits. All monies received
28 by Settlement Class Members shall be deemed to be income to such Settlement Class Members

1 solely in the year in which such awards actually are received by the Settlement Class Members. It
2 is expressly understood and agreed that the receipt of such Individual Settlement Payments will not
3 entitle any Settlement Class Member to additional compensation or benefits under any company
4 compensation or benefit plan or agreement in place during the period covered by the Settlement,
5 nor will it entitle any Settlement Class Member to any increased pension and/or retirement, or other
6 deferred compensation benefits. It is the intent of this Settlement that any Individual Settlement
7 Payments provided for in this Agreement are the sole payments to be made by Defendants to the
8 Settlement Class Members in connection with this Settlement, and that the Settlement Class
9 Members are not entitled to any new or additional compensation or benefits as a result of having
10 received the Individual Settlement Payments (notwithstanding any contrary language or agreement
11 in any benefit or compensation plan document that might have been in effect during the period
12 covered by this Settlement).

13 f. Class Representative Service Awards. Defendants agree not to oppose or
14 object to a Class Representative Service Award in the total amount of up to Fifteen Thousand
15 Dollars (\$15,000.00) (\$5,000.00 to each of three Plaintiffs), subject to Court approval. The
16 Settlement Administrator shall issue an IRS Form 1099 – MISC to Plaintiffs in connection with the
17 Class Representative Service Award payments. Plaintiffs shall be solely and legally responsible to
18 pay any and all applicable taxes on their Class Representative Service Awards and shall hold
19 harmless Defendants and Class Counsel from any claim or liability for taxes, penalties, or interest
20 arising as a result of the Class Representative Service Award payment. The Class Representative
21 Service Awards shall be in addition to Plaintiffs' Individual Settlement Payments. This Settlement
22 is not contingent upon the Court awarding Plaintiffs a Class Representative Service Award in any
23 amount. Any amounts requested by Plaintiffs for the Class Representative Service Awards that are
24 not granted by the Court shall return to the Net Settlement Amount and be distributed to Settlement
25 Class Members as provided in this Agreement.

26 g. Class Counsel Award. Defendants agree not to oppose or object to any
27 application or motion by Class Counsel for attorneys' fees not to exceed one-third from the Gross
28 Settlement Amount, or Five Hundred Thirty-Three Thousand Three Hundred Thirty-Three Dollars

1 and Thirty-Three Cents (\$533,333.33). Defendants further agree not to oppose any application or
2 motion by Class Counsel for the reimbursement of any costs or expenses associated with Class
3 Counsel's prosecution of this matter from the Gross Settlement Amount not to exceed Thirty
4 Thousand Dollars (\$30,000.00). Class Counsel shall be solely and legally responsible to pay all
5 applicable taxes on the payment made pursuant to this paragraph. The Settlement Administrator
6 shall issue an IRS Form 1099 – MISC to Class Counsel for the payments made pursuant to this
7 paragraph. This Settlement is not contingent upon the Court awarding Class Counsel any particular
8 amount in attorneys' fees and costs. Any amount requested by Class Counsel for the Class Counsel
9 Award that is not granted by the Court shall return to the Net Settlement Amount and be distributed
10 to Settlement Class Members as provided in this Agreement.

11 h. Settlement Administration Costs. The Settlement Administrator shall be paid
12 for the costs of administration of the Settlement from the Gross Settlement Amount. The costs of
13 notice and administration for the disbursement of the Gross Settlement Amount shall not exceed
14 \$17,500.00.

15 i. Payment to the LWDA. One Hundred Thousand Dollars (\$100,000.00) from
16 the Gross Settlement Amount will be allocated to penalties under the Private Attorneys General Act
17 of 2004. Seventy-five percent (75%) of that amount, or Seventy-Five Thousand Dollars
18 (\$75,000.00), will be paid to the LWDA and twenty-five percent (25%) of that amount, or Twenty-
19 Five Thousand Dollars (\$25,000.00), will be paid to the Settlement Class. This payment is made
20 pursuant to California Labor Code § 2699(i).

21 56. Distribution of Settlement Payments. Individual Settlement Payments to Settlement
22 Class Members, the Class Representative Service Awards, the Class Counsel Award, Settlement
23 Administration Costs, and payment to the LWDA, shall all be distributed by the Settlement
24 Administrator within fourteen (14) calendar days of receipt by the Settlement Administrator of the
25 Gross Settlement Amount from Defendants. No person shall have any claim against Defendants,
26 Defendants' Counsel, Plaintiffs, Settlement Class Members, Class Counsel, or the Settlement
27 Administrator based on distributions and payments made in accordance with this Agreement.

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1 57. Estimated Number of Workweeks. Defendants represent and warrant that as of May
2 11, 2020, there are approximately 1,690 Class Members who have worked approximately 102,689
3 Workweeks during the Class Period. This is a material representation, and if at the time Defendants
4 provide the Class Information to the Settlement Administrator it is discovered that Class Members
5 have actually worked 113,156 Workweeks or more during the Class Period, then the Parties stipulate
6 that the Class Period shall end on the date one calendar day immediately prior to the date that the
7 113,156th Workweek threshold is met, notwithstanding the definition of the Class Period in
8 Paragraph 8 of this agreement.

9 58. Final Settlement Approval. Upon expiration of the Response Deadline, a Final
10 Approval Hearing shall be conducted by the Court, and if the Settlement is finally approved, whether
11 to enter the Final Approval Order and Judgment.

12 59. Nullification of Settlement Agreement. In the event: (a) the Court does not enter the
13 Order for preliminary approval of the Settlement; (b) the Court does not finally approve the
14 Settlement; (c) the Court does not enter a Final Approval Order and Judgment as provided herein;
15 or (d) the Settlement does not become final for any other reason, this Settlement Agreement shall
16 be null and void and any order or judgment entered by the Court in furtherance of this Settlement
17 shall be treated as void from the beginning. In such cases, the Parties and any funds to be awarded
18 under this Settlement shall be returned to their respective statuses as of the date and time
19 immediately prior to the execution of this Agreement and the Parties shall proceed in all respects as
20 if this Agreement had not been executed, except that any fees already incurred by the Settlement
21 Administrator shall be paid by Defendants. In the event an appeal is filed from the Court's Final
22 Approval Order and Judgment, or any other appellate review is sought, administration of the
23 Settlement shall be stayed pending final resolution of the appeal or other appellate review, and any
24 fees incurred by the Settlement Administrator prior to it being notified of the filing of an appeal
25 from the Court's Final Approval Order and Judgment, or any other appellate review, shall be paid
26 to the Settlement Administrator by the party or person that filed the appeal, within thirty (30)
27 calendar days of said notification.

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1 60. No Effect on Employee Benefits. Amounts paid to Plaintiffs or other Settlement
2 Class Members pursuant to this Agreement shall be deemed not to be pensionable earnings and shall
3 not have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g.,
4 vacations, holiday pay, retirement plans, etc.) of Plaintiffs or Settlement Class Members.

5 61. No Admission by Defendants. Defendants deny any and all claims alleged in this
6 Action and denies all wrongdoing whatsoever. This Settlement Agreement is not a concession or
7 admission, and shall not be used against Defendants as an admission or indication with respect to
8 any claim of any fault, concession, or omission by any Defendants.

9 62. Exhibits and Headings. The terms of this Settlement Agreement include the terms
10 set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
11 herein. Any Exhibits to this Agreement are an integral part of the Settlement. The descriptive
12 headings of any paragraphs or sections of this Agreement are inserted for convenience of reference
13 only and do not constitute a part of this Agreement.

14 63. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Actions,
15 except such proceedings necessary to implement and complete the Settlement, holding the Actions
16 in abeyance pending the final approval hearing to be conducted by the Court.

17 64. Dispute Resolution. Except as otherwise set forth herein, all disputes concerning the
18 interpretation, calculation or payment of Settlement claims, or other disputes regarding compliance
19 with this Agreement shall be resolved as follows:

20 a. If Plaintiffs or Class Counsel, on behalf of Plaintiffs or any Settlement Class
21 Member, or Defendants' Counsel, on behalf of Defendants, at any time believe that the other Party
22 has breached or acted contrary to the Agreement, that Party shall notify the other Party in writing of
23 the alleged violation.

24 b. Upon receiving notice of the alleged violation or dispute, the responding
25 Party shall have ten (10) calendar days to correct the alleged violation and/or respond to the
26 initiating Party with the reasons why the Party disputes all or part of the allegation.

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1 c. If the response does not address the alleged violation to the initiating Party's
2 satisfaction, the Parties shall negotiate in good faith for up to ten (10) calendar days to resolve their
3 differences.

4 d. If Class Counsel and Defendants' Counsel are unable to resolve their
5 differences after twenty (20) calendar days, either Party shall first contact the mediator (Michael
6 Dickstein) to try to resolve the dispute. If that proves unsuccessful, the Party may file an appropriate
7 motion for enforcement with the Court. The briefing of such motion should be in letter brief form
8 and shall not exceed five (5) single-spaced pages (excluding exhibits).

9 e. Reasonable attorneys' fees and costs for work done in resolving a dispute
10 under this Section may be recovered by any Party that prevails under the standards set forth within
11 the meaning of applicable law.

12 65. Amendment or Modification. This Agreement may be amended or modified only by
13 a written instrument signed by counsel of record for all Parties.

14 66. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute
15 the entire Agreement among these Parties, and no oral or written representations, warranties, or
16 inducements have been made to any Party concerning this Agreement or its Exhibits other than the
17 representations, warranties, and covenants contained and memorialized in the Agreement and its
18 Exhibits.

19 67. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant
20 and represent they are expressly authorized by the Parties whom they represent to negotiate this
21 Agreement and to take all appropriate actions required or permitted to be taken by such Parties
22 pursuant to this Agreement to effectuate its terms, and to execute any other documents required to
23 effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other
24 and use their best efforts to effect the implementation of the Settlement. In the event the Parties are
25 unable to reach agreement on the form or content of any document needed to implement the
26 Settlement, or on any supplemental provisions that may become necessary to effectuate the terms
27 of this Settlement, the Parties may seek the assistance of the Court or the mediator to resolve such
28 disagreement. The persons signing this Agreement on behalf of Defendants represent and warrant

1 that they are authorized to sign this Agreement on behalf of Defendants. Plaintiffs represent and
2 warrant that they are authorized to sign this Agreement and that they have not assigned any claim,
3 or part of a claim, covered by this Settlement to a third-party.

4 68. Binding on Successors and Assigns. This Agreement shall be binding upon, and
5 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

6 69. California Law Governs. All terms of this Settlement Agreement and the Exhibits
7 hereto shall be governed by and interpreted according to the laws of the State of California.

8 70. Counterparts and Signatures. This Settlement Agreement may be executed in one or
9 more counterparts. All executed counterparts and each of them shall be deemed to be one and the
10 same instrument. The Parties agree that a facsimile, PDF, or electronic signatures shall be deemed
11 to be as valid and enforceable as original ink signatures. The Parties further agree that they may use
12 DocuSign, an electronic signature technology, to expedite the execution of this Agreement, pursuant
13 to California Civil Code § 1633.7.

14 71. This Settlement is Fair, Adequate and Reasonable. The Parties believe this
15 Settlement is a fair, adequate, and reasonable settlement of this Action and have arrived at this
16 Settlement after extensive arms-length negotiations, taking into account all relevant factors, present
17 and potential.

18 72. Jurisdiction of the Court. Pursuant to California Code of Civil Procedure § 664.6,
19 the Court shall retain jurisdiction with respect to the interpretation, implementation, and
20 enforcement of the terms of this Settlement Agreement and all orders and judgments entered in
21 connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court
22 for purposes of interpreting, implementing, and enforcing the Settlement embodied in this
23 Agreement and all orders and judgments entered in connection therewith. All terms of this
24 Settlement Agreement are subject to approval by the Court.

25 73. Invalidity of Any Provision. Before declaring any provision of this Settlement
26 Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent
27 possible consistent with applicable precedents so as to define all provisions of this Agreement valid
28 and enforceable.

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

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Dated: 06/23/20

By: 
Plaintiff Troy Santos

Dated: _____

By: _____
Plaintiff Jade Katona

Dated: _____

By: _____
Plaintiff Kimberly Woodbury

Dated: _____

By: _____
Defendant Walsh/Shea Corridor Constructors

Name: _____

Title: _____

Dated: _____

By: _____
Defendant Walsh Construction Company II, LLC

Name: _____

Title: _____

Dated: _____

By: _____
Defendant Walsh Construction Company

Name: _____

Title: _____

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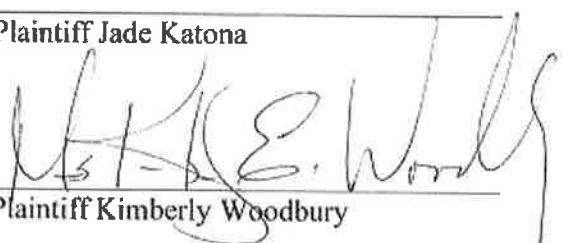
Dated: _____

By: _____
Plaintiff Troy Santos

Dated: _____

By: _____
Plaintiff Jade Katona

Dated: 7/1/2020

By: 
Plaintiff Kimberly Woodbury

Dated: _____

By: _____
Defendant Walsh/Shea Corridor Constructors

Name: _____

Title: _____

Dated: _____

By: _____
Defendant Walsh Construction Company II, LLC

Name: _____

Title: _____

Dated: _____

By: _____
Defendant Walsh Construction Company

Name: _____

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Dated: _____

By: _____

Plaintiff Troy Santos

Dated: Sep 2, 2020

By: Jade Katona

Plaintiff Jade Katona

Dated: _____

By: _____

Plaintiff Kimberly Woodbury

Dated: _____

By: _____

Defendant Walsh/Shea Corridor Constructors

Name: _____

Title: _____

Dated: _____

By: _____

Defendant Walsh Construction Company II, LLC

Name: _____

Title: _____

Dated: _____

By: _____

Defendant Walsh Construction Company

Name: _____

Title: _____

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Dated: _____

By: _____
Plaintiff Troy Santos

Dated: _____

By: _____
Plaintiff Jade Katona

Dated: 7/1/2020

By: 
Plaintiff Kimberly Woodbury

Dated: _____

By: 
Defendant Walsh/Shea Corridor Constructors

Name: R. JOE LEE

Title: PROJECT DIRECTOR

Dated: _____

By: 
Defendant Walsh Construction Company II, LLC

Name: Daniel P. Walsh

Title: Member

Dated: _____

By: 
Defendant Walsh Construction Company

Name: Emily A. Hansen

Title: Corporate Counsel

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Dated: 6/23/2020

THE WAND LAW FIRM, P.C.

By: 
Aubry Wand

Counsel for Plaintiff Troy Santos

MAHONEY LAW GROUP, APC

Dated: _____

By: _____
Kevin Mahony
Atoy H. Wilson

Counsel for Plaintiff Kimberly Woodbury

HAINES LAW GROUP APC

Dated: _____

By: _____
Paul K. Haines
Fletcher W. Schmidt

Counsel for Plaintiff Jade Katona

KELLEY DRYE & WARREN LLP

Dated: _____

By: _____
Mark A. Konkel
Matthew C. Luzadder
Kimberly C. Carter
Tahir L. Boykins

*Counsel for Defendants Walsh/Shea Corridor
Constructors, Walsh Construction Company II,
LLC, and Walsh Construction Company*

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THE WAND LAW FIRM, P.C.

Dated: _____

By: _____

Aubry Wand

Counsel for Plaintiff Troy Santos

MAHONEY LAW GROUP, APC

Dated: 7-1-2020

By:  _____

Kevin Mahony
Atoy H. Wilson

Counsel for Plaintiff Kimberly Woodbury

HAINES LAW GROUP APC

Dated: _____

By: _____

Paul K. Haines
Fletcher W. Schmidt

Counsel for Plaintiff Jade Katona

KELLEY DRYE & WARREN LLP

Dated: _____

By: _____

Mark A. Konkel
Matthew C. Luzadder
Kimberly C. Carter
Tahir L. Boykins

*Counsel for Defendants Walsh/Shea Corridor
Constructors, Walsh Construction Company II,
LLC, and Walsh Construction Company*

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THE WAND LAW FIRM, P.C.

Dated: _____

By: _____

Aubry Wand

Counsel for Plaintiff Troy Santos

MAHONEY LAW GROUP, APC

Dated: 7-1-2020

By:  _____

Kevin Mahony
Atoy H. Wilson

Counsel for Plaintiff Kimberly Woodbury

HAINES LAW GROUP APC

Dated: _____


By: _____

Paul K. Haines
Fletcher W. Schmidt

Counsel for Plaintiff Jade Katona

KELLEY DRYE & WARREN LLP

Dated: September 9, 2020

By:  _____

Mark A. Konkel
Matthew C. Luzadder
Kimberly C. Carter
Tahir L. Boykins

*Counsel for Defendants Walsh/Shea Corridor
Constructors, Walsh Construction Company II,
LLC, and Walsh Construction Company*

1 **APPROVED AS TO FORM ONLY:**

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THE WAND LAW FIRM, P.C.

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Dated: _____

By: _____

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Aubry Wand

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Counsel for Plaintiff Troy Santos

7

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MAHONEY LAW GROUP, APC

9

Dated: _____

By: _____

10

Kevin Mahony

11

Atoy H. Wilson

12

Counsel for Plaintiff Kimberly Woodbury

13

14

HAINES LAW GROUP APC

15

Dated: 9-2-20

By:  _____

16

Paul K. Haines

17

Fletcher W. Schmidt

18

Counsel for Plaintiff Jade Katona

19

20

KELLEY DRYE & WARREN LLP

21

Dated: _____

By: _____

22

Mark A. Konkel

23

Matthew C. Luzadder

24

Kimberly C. Carter

25

Tahir L. Boykins

26

*Counsel for Defendants Walsh/Shea Corridor
Constructors, Walsh Construction Company II,
LLC, and Walsh Construction Company*

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