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FILED
San Diego Superior Court

JUL 18 2025

Clerk of the Superior Court
By: A. Shirley, Deputy

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

NORA MONTENEGRO, individually, and
on behalf of other members of the general
public similarly situated,

Plaintiff

v.

CONSTELLIS INTEGRATED RISK
MANAGEMENT SERVICES, INC., a
Delaware Corporation; CENTERRA
GROUP, LLC, a Delaware Limited Liability
Company; CENTERRA SERVICES
INTERNATIONAL, INC., a Delaware
Corporation; and DOES 1-10, inclusive

Defendants

CASE NO. 37-2024-00011032-CU-OE-CTL

***AMENDED ~~PROPOSED~~ ORDER
GRANTING PLAINTIFF'S UNOPPOSED
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT***

Date: July 18, 2025

Time: 10:30 a.m.

Judge: Hon. Carolyn M. Caietti

Dept.: C-70

1 TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

2 Plaintiff NORA MONTENENGRO's Unopposed Motion for Conditional Certification of
3 Settlement Class and Preliminary Approval of Good Faith Determination of Class Action Settlement,
4 in the above-captioned matter, came on for hearing before this Court on July 18, 2025 at 10:30 a.m.
5 Sullivan & Yaeckel Law Group, APC appeared on behalf of Plaintiff and the Class; McGuire Woods
6 LLP, appeared on behalf of Defendant. On good cause shown, and pursuant to the authority of
7 California statutory and case law, this Court finds that the settlement between Plaintiff and Defendant
8 was made in good faith pursuant to California Rules of Court, rules 3.769 and 3.770. Accordingly,
9 this Court rules as follows:

10 **IT IS HEREBY ORDERED THAT:**

- 11 1. Plaintiff's Unopposed Motion for Preliminary Approval of the Class Action Settlement is
12 hereby granted.
- 13 2. Specifically, the Court preliminarily orders as follows:
- 14 a. Conditionally certifying the following class, which is subject to the Settlement:
15 all hourly-paid, nonexempt employees of CSI who worked at least one Qualifying
16 Workweek at any time from March 8, 2020 through January 19, 2025 on the following
17 California contracts held by CSI between December 13, 2022 and October 1, 2024:
18 U.S. Customs and Border Patrol, U.S. Patent and Trademark Office, Goldstone, and
19 The Aerospace Corporation.
- 20 b. Approving the PAGA allocation as to Aggrieved Employees who are a part of the
21 PAGA group, who are defined in the Settlement as all persons who were employed by
22 and received wages from CSI in an hourly-paid, non-exempt role at any time and who
23 worked at least one Qualifying Pay Period during at any time from December 13, 2022
24 through May 16, 2025, on the following California contracts held by CSI between
25 December 13, 2022 and October 1, 2024: U.S. Customs and Border Patrol, U.S. Patent
26 and Trademark Office, Goldstone, and The Aerospace Corporation.
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- 1 c. Appointing Nora Montenegro as Class Representative.
- 2 d. Appointing Sullivan & Yaeckel Law Group, APC as Class Counsel.
- 3 e. Approving as to form and content the proposed Notice of Class Action Settlement. A
- 4 copy of the revised notice reflecting the change requested in the Court's tentative ruling
- 5 is attached as **Exhibit A**.
- 6 f. Appointing CAC Services, LLC ("CAC") to act as the Settlement Administrator. CAC
- 7 is directed to issue—via first-class United States mail—the Notice of Proposed Class
- 8 Action Settlement to the proposed Class Members, as specified in the Joint Stipulation
- 9 and Settlement of Class Action.
- 10 g. The settlement class members are provided 60 days from dissemination of the notice
- 11 to submit a dispute, object, or opt out of the proposed class action settlement.
- 12 h. The Settlement is preliminarily approved subject only to the objections of Class
- 13 Members and final review by the Court.
- 14 i. Class Counsel's request for Attorneys' Fees and Costs up to an amount of \$123,333.33
- 15 and up to \$15,000.00 in costs, is preliminarily approved, subject to the final review of
- 16 the Court.
- 17 j. The Class Representative enhancement award of \$7,500.00 to Nora Montenegro in
- 18 consideration for serving as Class Representative is preliminarily approved, subject to
- 19 final review of the Court.
- 20 3. The Court will hold a hearing on Plaintiff's Request for: **(1)** Final Approval of the Settlement;
- 21 **(2)** Class Representative Enhancement Awards; and **(3)** Attorneys' Fees and Costs, on January
- 22 9, 2026 at 10:30 a.m. in department C-70.
- 23
- 24

25 **IT IS SO ORDERED.**

26 Dated: 7/18/25


27 
28 HON. CAROLYN M. CAIETTI
JUDGE OF THE SUPERIOR COURT

EXHIBIT A

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND DATE
FOR FINAL APPROVAL HEARING**

Montenegro v. Constellis Integrated Risk Management Services International, Inc. et al.
(San Diego Superior Court Case No. 37-2024-00011032-CU-OE-CTL)

As a current or former non-exempt, hourly-paid California employee of Centerra Services International, Inc., you are entitled to receive money from a class action settlement.

Please read this Notice carefully. This Notice relates to a proposed settlement of class and representative action lawsuit. If you are a Class Member or an Aggrieved Employee, it contains important information about your right to receive a payment from the Settlement.

You have received this Notice of Class Action Settlement because the records of Centerra Services International, Inc. ("CSI" or "Defendant") show you are a "Class Member" and/or an "Aggrieved Employee," and therefore are entitled to a payment from this class and representative action Settlement. Class Members are all persons who were employed by and received wages from CSI in an hourly-paid, non-exempt role and who worked at any time from March 8, 2020 through January 19, 2025 ("Class Period" or "Settlement Period") on the following California contracts held by CSI between December 13, 2022 and October 1, 2024: U.S. Customs and Border Patrol, U.S. Patent and Trademark Office, Goldstone, and The Aerospace Corporation. Aggrieved Employees are all persons who were employed by and received wages from CSI in an hourly-paid, non-exempt role and who worked on the above-referenced California contracts held by CSI in that time frame at any time during the PAGA Period, which is defined as December 13, 2022 through January 19, 2025.

- The settlement is to resolve a class and representative action lawsuit, *Montenegro v. Constellis Integrated Risk Management Services International, Inc. et al.*, pending in the Superior Court of California for the County of San Diego, Case Number 37-2024-00011032-CU-OE-CTL (the "Lawsuit"), alleging, *inter alia*, that, during the Class Period, CSI, as it pertains to Class Members: (1) failed to provide meal periods or compensation in lieu thereof (including, without limitation, break premiums); (2) failed to provide rest periods or compensation in lieu thereof (including, without limitation, break premiums); (3) failed to pay minimum or other wages for all hours worked; (4) failed to pay (or properly pay) overtime wages; (5) failed to issue accurate wage statements; (6) failure to properly reimburse employees for business-related expenses; and (7) failed to pay all wages due upon separation from employment; (8) failed to timely pay wages during employment; (9) failure to pay (or properly pay) sick pay; and (10) engaged in unfair competition. Based on these and other alleged Labor Code violations, Plaintiff also seek penalties under the California Labor Code Private Attorney Generals Act ("PAGA") for allegedly Aggrieved Employees.
- On _____, the San Diego County Superior Court granted preliminary approval of this class action settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuit. Defendant vigorously denies the claims in the Lawsuit and contends that it fully complied with all applicable laws.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
OPT OUT OF THE CLASS SETTLEMENT	Exclude yourself from the class action portion of the Settlement, get no payment for settlement of the class claims, and retain your legal rights to individually pursue the class claims that would otherwise be released by the

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

	settlement of the Lawsuit. If you worked in the PAGA Period as a hourly-paid non-exempt employee of CSI, then you will be deemed an “Aggrieved Employee” and you will still receive your share of the proceeds available from the settlement of the PAGA Released Claims, defined below, (your “Individual PAGA Payment”) even if you opt out of the class settlement.
OBJECT TO THE CLASS SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, _____, about why you object to the settlement, and they will forward your concerns to counsel which will then be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. You or your attorney may also address the Court during the Final Approval Hearing scheduled for [DATE AND TIME] in Department C-70 of the San Diego County Superior Court, Hall of Justice Courthouse located at 330 West Broadway, San Diego, CA 92101.

The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at _____m. on _____, in the San Diego County Superior Court, Hall of Justice Courthouse located at 330 West Broadway, San Diego, CA 92101, in Department C-70. You are not required to attend the Hearing, but you are welcome to do so.

Why Am I Receiving This Notice?

CSI’s records show that you currently work, or previously worked, for CSI in the State of California on the U.S. Customs and Border Patrol, U.S. Patent and Trademark Office, Goldstone, and/or The Aerospace Corporation contracts as a non-exempt, hourly-paid employee at some point during the Class Period and/or PAGA Period. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a “Settlement Administrator” appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

What Is This Case About?

Plaintiff Nora Montenegro was a non-exempt, hourly-paid employee of CSI. She is the “Plaintiff” in this case and is suing on behalf of herself and Class Members for Defendant’s alleged failure to provide meal periods or compensation in lieu thereof, failure to provide rest periods or compensation in lieu thereof, failure to pay overtime and minimum wages, failure to pay due wages upon separation from employment, failure to timely pay wages during employment, failure to issue compliant and accurate wage statements, expense reimbursement violations, sick pay violations, and unfair competition, among other claims. Based on these and other alleged Labor Code violations, Plaintiff also seeks to recover civil penalties under PAGA.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Defendant denies all of the allegations made by Plaintiff and denies that it violated any law. The Court has made no ruling on the merits of Plaintiff's claims. The Court has only preliminarily approved this class action settlement. The Court will decide whether to give final approval to this settlement at the Final Approval Hearing.

Summary of the Settlement Terms

Plaintiff and Defendant have agreed to settle this case on behalf of themselves and Class Members and Aggrieved Employees for the Gross Settlement Amount of \$370,000.00, unless escalated pursuant to the Settlement Agreement. The Gross Settlement includes: (1) Administration Costs up to \$5,500; (2) up to 33 and 1/3 % of the Gross Settlement Amount in attorneys' fees which, unless escalated pursuant to the Settlement Agreement, shall amount to \$123,333.33; (3) up to \$15,000.00 in litigation costs to Class Counsel, according to proof; (4) up to \$7,500.00 in a Service Award to the Class Representative and (5) payment allocated to PAGA penalties in the amount of \$30,000.00, of which 75% (or \$22,500.00) will be paid to the California Labor and Workforce Development Agency ("LWDA"), and twenty-five percent 25% (or \$7,500.00) will be distributed to Aggrieved Employees. After deducting these sums, a total of approximately not less than \$188,666.67 will be available for distribution to Class Members ("Net Settlement Amount"). Employer-side payroll taxes are excluded and will be separately paid by CSI.

Distribution to Class Members

Class Members who do not opt out will receive a *pro rata* payment of the Net Settlement Amount based on the number of Qualifying Workweeks worked by Class Members in hourly-paid positions for CSI in California on its U.S. Customs and Border Patrol, U.S. Patent and Trademark Office, Goldstone, and/or The Aerospace Corporation contracts during the Class Period, excluding any pay periods which are otherwise released pursuant to a prior Class or PAGA settlement including, without limitation, the settlement in *Hines v. Constellis Integrated Risk Management Services, et al.*, Los Angeles Superior Court Case No. 20STCV26962 ("Qualifying Workweeks"). Specifically, Class Members' payments will be calculated by dividing the number of Qualifying Workweeks attributed to the Class Member by all Qualifying Workweeks attributed to members of the Settlement Class, multiplied by the Net Settlement Amount. Otherwise stated, the formula for a Class Member is: (Individual's Qualifying Workweeks ÷ total Settlement Class Qualifying Workweeks) x Net Settlement Amount. In addition, Class Members who worked during the PAGA Period (*i.e.*, Aggrieved Employees) will receive a *pro rata* share of the \$7,500.00 allocated as PAGA penalties to Aggrieved Employees, whether or not they opt out of the class settlement, based on the number of Qualifying Pay Periods worked by each Aggrieved Employee during the PAGA Period.

CSI's records indicate that you worked [Qualifying Workweeks] as an hourly-paid employee in California during the Class Period and [Qualifying Pay Periods] during the PAGA Period. Based on these records, your estimated payment as a Class Member would be [\$Estimated Award] and your estimated payment as an Aggrieved Employee would be [\$Estimated Award]. If you believe this information is incorrect and wish to dispute it, you must mail a dispute to the Settlement Administrator and it must be postmarked no later than [RESPONSE DEADLINE]. Please include: (1) your name, current mailing address, telephone number, last four digits of your social security number and your signature; (2) a statement of your dispute and how many Qualifying Workweeks you contend should be credited to you; and (3) any documentation you have that you contend supports your dispute.

Tax Reporting

One hundred percent (100%) of the payments for PAGA penalties to Aggrieved Employees will be allocated as penalties reported on IRS Form 1099. Twenty percent (20%) of each Settlement Payment to Class Members who

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

do not opt out will be allocated as wages and reported on an IRS Form W-2, and eighty percent (80%) will be allocated as civil or statutory penalties and interest, which will be reported on IRS Form 1099. This notice is not intended to provide legal or tax advice on your Settlement Share.

Your check will be valid for 180 days after issuance. After 180 days, uncashed checks shall be sent to the California State Controller's Office Unclaimed Property Fund in the name of the individual, and such Class Members and/or Aggrieved Employees shall nevertheless be bound to the Settlement and the Final Approval Order.

Your Options Under the Settlement

Option 1 – Do Nothing and Receive Your Payment

If you do not opt out, you are automatically entitled to your Individual Settlement Payment (*i.e.*, your share of the Net Settlement Amount) because you are a Class Member. If you do not opt out of the settlement, you will be bound by the entire release in the settlement and receive your Individual Settlement Payment, as well as your Individual PAGA Payment if you are also an Aggrieved Employees. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment(s) set forth above.**

Class Members who do not submit a valid and timely opt out (pursuant to Option 2 below) will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Claims he or she may have or had upon final approval of this Settlement and payment by Defendant to the Settlement Administrator.

Effective only upon the entry of an Order granting Final Approval of the Settlement, entry of Judgment and payment by Defendant to the Settlement Administrator of the full Gross Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, Plaintiffs and all Participating Class Members release the Released Parties of any and all claims that have been or could reasonably have been asserted based on the factual allegations in the Operative Complaint as follows: For the duration of the Class Period, the release includes, for Participating Class Members: (1) all claims for failure to provide meal periods or compensation in lieu thereof (including, without limitation, break premiums); (2) all claims for failure to provide rest periods or compensation in lieu thereof (including, without limitation, break premiums); (3) all claims for failure to pay minimum or other wages for all hours worked; (4) all claims for failure to pay (or properly pay) overtime wages; (5) all claims for failure to issue accurate wage statements; (6) all claims asserting a failure to properly reimburse employees for business-related expenses; and (7) all claims for failure to pay all wages due upon separation from employment; (8) all claims for failure to timely pay wages during employment; (9) all claims for failure to pay (or properly pay) sick pay; (10) all claims asserted through California Business & Professions Code section 17200, *et seq.* arising out of the Labor Code violations referenced in the FAC; and (11) all claims for relief, including damages, statutory and/or civil penalties, equitable and/or injunctive relief, attorneys' fees, interest, costs, and any other kind of relief whatsoever that could be sought based on the factual allegations and theories of liability asserted in the FAC (the "Class Released Claims"). The Parties additionally agree that the Class Released Claims shall include the release of claims under the federal Fair Labor Standards Act ("FLSA") pursuant to *Rangel v. Check Cashers*, 899 F.3d 1106 (9th Cir. 2018).

For Plaintiff, the Aggrieved Employees, and, to the extent permitted by law, the State of California, the release includes, for the duration of the PAGA Period, (a) all claims alleged in the FAC for PAGA civil penalties pursuant to Labor Code sections 201-203, 204, 226, 226(a), 226.7, 246, 510, 512, 1194, 1197.1, 1198, and 2802, including for alleged (1) failure to provide meal periods or compensation in lieu thereof (including, without limitation, break

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

premiums); (2) failure to provide rest periods or compensation in lieu thereof (including, without limitation, break premiums); (3) failure to pay minimum or other wages for all hours worked; (4) failure to pay (or properly pay) overtime wages; (5) failure to issue accurate wage statements; (6) failure to properly reimburse employees for business-related expenses; and (7) failure to pay all wages due upon separation from employment; (8) failure to timely pay wages during employment; and (9) failure to pay (or properly pay) sick pay (the "PAGA Released Claims"). The Class Released Claims and PAGA Released Claims are collectively referred to herein as the "Released Claims".

"Released Parties" means Defendant and each of its past, present, and future respective subsidiaries, dba's, affiliates, parents, insurers and reinsurers, and company-sponsored employee benefit plans of any nature and their successors and predecessors in interest, including all of their officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, attorneys, administrators, fiduciaries, trustees, and agents (including, without limitation, Constellis Integrated Risk Management Services, Inc. and Centerra Group, LLC).

Option 2 – Opt Out of the Settlement

If you do not wish to receive your Individual Settlement Payment or release the Class Released Claims, you may exclude yourself by submitting a written request to be excluded from the Class. Your written request must expressly and clearly indicate that you do not want to participate in the Settlement, and you desire to be excluded from the Settlement. The written request for exclusion must include your name, Social Security Number, and the following statement or any statement standing for the proposition that you seek to be excluded from the Settlement Class: " Please exclude me from the Settlement Class in the *Montenegro v. Constellis Integrated Risk Management Services, Inc. et al.* matter. I understand that by requesting exclusion, I will not participate in the class settlement and will not receive any money from the class settlement." or any statement of similar meaning standing for the proposition that you do not wish to participate in the Settlement. Sign, date, and mail your written request for exclusion by U.S. First-Class Mail to the address below.

Settlement Administrators
[Add Mailing Address]

Your written request for exclusion must be mailed to the Administrator and postmarked not later than [RESPONSE DEADLINE].

The proposed settlement includes the settlement of the PAGA Released Claims. An employee may not request exclusion from the settlement of a PAGA claim. Thus, if the court approves the settlement, then even if you request exclusion from the Class Settlement, if you are an Aggrieved Employee, you will still receive your Individual PAGA Payment and will be deemed to have released the PAGA Released Claims. A request for exclusion will preserve your right, if any, to individually pursue only the Class Released Claims.

Option 3 – Submit an Objection to the Settlement

If you wish to object to the Settlement, you may submit an objection in writing stating why you object to the Settlement. Your written objection must provide your name, address, the last four digits of your Social Security Number, signature, and a statement of the reason(s) why you believe that the Court should not approve the Settlement. Your written objection must be mailed the Administrator and postmarked no later than [RESPONSE DEADLINE]. Please note that you cannot both object to the Settlement and opt out of the Settlement. If you

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

exclude yourself, then your objection will be overruled. If the Court overrules your objection, you will be bound by the Settlement and will receive your Settlement Share.

Final Approval Hearing

You may, if you wish, also appear at the Final Approval Hearing set for _____ at _____.m. in the San Diego County Superior Court, Hall of Justice Courthouse located at 330 West Broadway, San Diego, CA 92101, in Department C-70, and orally object to the Settlement, discuss your written objections with the Court and the Parties, or otherwise comment on the Settlement at your own expense. You may attend this hearing virtually by audio or video at <https://www.sdcourt.ca.gov/virtualhearings>. You may also retain an attorney to represent you at the Hearing at your own expense.

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may call the Settlement Administrator at [PHONE NUMBER]. You may also choose to contact Class Counsel or Defendant's Counsel, whose information appears below:

CLASS COUNSEL

SULLIVAN & YAECKEL LAW GROUP, APC

Eric K. Yaeckel [CSB No. 274608]
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DEFENDANT'S COUNSEL

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You may also visit the Settlement Administrator's website at [WEBSITE] to gain access to key documents in this case, including the Settlement Agreement, the Order Granting Preliminary Approval of this Settlement, the Order Granting Final Approval of this Settlement, and the Final Judgment.

You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at the San Diego County Superior Court, Hall of Justice Courthouse located at 330 West Broadway, San Diego, CA 92101, during regular business hours of each court day. You may also obtain these documents through the Court's website at <https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords>.

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE WITH INQUIRIES.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]