

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT & AUGUST 24, 2018 FINAL APPROVAL HEARING**

*Barragan et al. v. Pacific Gas and Electric Company, Case No. RG17853920*

*SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF ALAMEDA*

**If you were employed by Pacific Gas and Electric Company (“PG&E”) as a Nuclear Security Officer, Alarm Station Operator, Unarmed Nuclear Security Officer, or Zebra Officer (“Officers”) at PG&E’s Diablo Canyon Power Plant at any time from March 22, 2013 through April 6, 2018 (this period is referred to in this Notice as the “Class Period”), and did not previously enter into a severance agreement releasing your wage-and-hour claims for the Class Period, you could receive a payment from a proposed class action settlement.**

«Barcode» «BarcodeString»  
SIMID «SIMID»  
«FirstName» «LastName»  
«Address1» «Address2»  
«City» «State» «Zip»

*This Notice was authorized by the Court. This is not a solicitation from a lawyer.*

You are not being sued. Read this Notice carefully. Your legal rights are affected whether you act or not.

- A settlement has been reached between Homero Barragan, Bryce Donaldson, and Guy Graff (“Plaintiffs”), PG&E Security Officers, and PG&E. Together, Plaintiffs and PG&E are referred to as the “parties.”
- All Officers who worked at PG&E’s Diablo Canyon Power Plant at any time during the Class Period, and who did not enter into a severance agreement releasing his or her wage-and-hour claims for the entire Class Period, are referred to in this Notice as “Class Members.” You will remain a Class Member unless you submit a Request for Exclusion, as described below.
- The settlement resolves a class action lawsuit alleging that, among other things, PG&E failed to provide Officers who worked at PG&E’s Diablo Canyon Power Plant with off-duty rest breaks or, in the alternative, pay Officers the one-hour rest period premiums, in violation of California Labor Code section 226.7. PG&E vigorously denies all the claims and contentions made in the lawsuit and maintains it has fully complied with the law, but has decided to settle this case to avoid the expense and distraction of litigation.
- The parties have reached a compromise and settlement of these disputed claims. The settlement makes clear there has been no finding, nor any admission, of any unlawful conduct by PG&E. If the case were to proceed, Plaintiffs could lose and recover nothing. Through this settlement, however, Class Members who do not exclude themselves from the settlement will receive cash payments. Payments will be based on the number of weeks the Class Member worked for PG&E as an Officer at PG&E’s Diablo Canyon Power Plant during the Class Period as a pro rata share of the total number of weeks worked by all Officers during the Class Period.

CONTINUE TO THE NEXT PAGE TO VIEW YOUR LEGAL RIGHTS AND OPTIONS.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>AUTOMATIC INCLUSION</b>	If you were employed by PG&E as an Officer at PG&E’s Diablo Canyon Power Plant at any time during the Class Period, and did not enter into a severance agreement releasing your wage-and-hour claims for the entire Class Period, you do not need to do anything to participate in the settlement. If the Court approves the proposed settlement and you do nothing, you will automatically receive a payment based on the number of weeks you worked as identified in this Notice. You will give up the right to bring or participate in any similar action that may be filed against PG&E.
<b>REQUEST EXCLUSION FROM THE SETTLEMENT</b>	If you wish to be excluded from the settlement, you must submit a written Request for Exclusion according to the instructions contained in this Notice. If you submit a Request for Exclusion, you will not be bound by the settlement, but you will not receive any payment under the settlement.

## YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

<b>OBJECT</b>	You may also object and tell the Court why you do not like the settlement. If the Court approves the settlement despite your objection, you will still be bound by the settlement. If you request exclusion from the settlement, you cannot also object to it.
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- **Your options are more fully explained below. The deadline to submit a Request for Exclusion or Objection is June 11, 2018. Your Request for Exclusion or Objection must be postmarked by that date, or it will have no effect.**

### 1. Why did I receive this notice?

Plaintiffs and PG&E have entered into a Joint Stipulation and Class Action Settlement Agreement (“Settlement Agreement”) that will, if approved by the Court, fully resolve this case. The Settlement Agreement sets forth the details of the settlement. You may obtain a copy of the Settlement Agreement from the court-appointed Settlement Administrator. (Details concerning where to get additional information, including a copy of the Settlement Agreement, are provided at the end of this Notice.) The Settlement Agreement has been submitted to the Court, and has been preliminarily approved for settlement purposes only. The Court has preliminarily appointed the law firm of Weinberg, Roger & Rosenfeld, A Professional Corporation, to represent Class Members who do not request exclusion from the settlement.

PG&E’s records show that you are a Class Member. The Court has preliminarily approved a class that is defined as follows:

All persons who have been employed by PG&E as a Nuclear Security Officer, Alarm Station Operator, Unarmed Nuclear Security Officer, or Zebra Officer at PG&E’s Diablo Canyon Power Plant at any time from March 22, 2013 through April 6, 2018, and who did not enter into a severance agreement releasing his or her wage-and-hour claims for the time period from March 22, 2013 through April 6, 2018.

As a Class Member, you have an opportunity to share in the funds PG&E plans to pay to settle this class action. You are not being sued and you will not be individually responsible for any of the attorneys’ fees or costs of the litigation. The Settlement Agreement pays for attorneys’ fees and costs of the litigation. However, your rights will be affected by the Settlement Agreement described in this Notice. This Notice explains the lawsuit, the settlement, and your legal rights.

The Court must finally approve the terms of the settlement described below as fair, reasonable, and adequate as to the Settlement Class before it will take effect. This process may take approximately four (4) months, though it may take more or less time, depending upon the Court’s schedule. If approved, the settlement will affect all Class Members who do not exclude themselves from the Settlement Class. If the settlement is approved by the Court, a third-party administrator will send a payment to you and other Class Members who do not exclude themselves from the Settlement Class. Those settlement payments are described in this Notice.

### 2. This action – what is the case about?

On March 22, 2017, Plaintiff Homero Barragan, a PG&E Nuclear Security Officer, filed a class action complaint in the Superior Court of California, County of Alameda. The complaint was amended on February 1, 2018, and Bryce Donaldson and Guy Graff were added as Plaintiffs. Plaintiffs asserted that from March 22, 2013 through the present, PG&E failed to provide Officers who worked at PG&E’s Diablo Canyon Power Plant with off-duty rest breaks or, in the alternative, pay Officers the one-hour rest period premiums, in violation of California Labor Code section 226.7. Plaintiffs further asserted that PG&E failed to provide accurate itemized wage statements pursuant to California Labor Code section 226, failed to pay all wages due and owing at the time of termination of employment pursuant to California Labor Code section 203, and engaged in unlawful, unfair, and/or fraudulent business practices under California Business and Professions Code sections 17200, *et seq.* Finally, Plaintiffs sought civil penalties under the Private Attorneys General Act for PG&E’s alleged Labor Code violations.

PG&E vigorously denies all the claims and contentions made in the lawsuit and maintains it has fully complied with the law, but has decided to settle this case to avoid the expense and distraction of litigation. The Court has not ruled on whether PG&E violated any of the laws that Plaintiffs allege. If the case were to proceed, PG&E might win the case and Class Members would recover nothing. To avoid the continued costs and uncertainty of litigation, Plaintiffs and PG&E have agreed on the settlement terms described below.

### 3. What are the settlement terms and how much can I expect to receive if I participate?

#### a. Overall summary of settlement terms

PG&E will pay a total of **\$3,048,000** to settle this case (the “Total Settlement Sum”). From that amount, payments will be made to Class Counsel for attorneys’ fees and costs, to Plaintiffs for their representation of the Class, and to the Labor and Workforce Development Agency (LWDA) for the release of Private Attorneys’ General Act claims. The amounts of these various payments are described below. After reduction for these amounts, approximately \$2,025,000 will remain for distribution to Class Members who do not choose to exclude themselves from the settlement (the “Net Settlement Fund”).

#### b. Calculation of individual Class Member payments

If you do not exclude yourself from the settlement, you will automatically receive a Settlement Award that will be calculated based on the number of weeks you worked for PG&E as an Officer at PG&E’s Diablo Canyon Power Plant during the Class Period. More specifically, your payment will be based on the ratio between the number of weeks you worked during the Class Period and the total number of weeks worked by all Class Members during the Class Period. The number of “weeks worked” means the number of weeks a Class Member was designated as an Officer at PG&E’s Diablo Canyon Power Plant in PG&E’s payroll system during the Class Period and received a payment through PG&E’s payroll system, whether by direct deposit, paycheck, or otherwise.

#### c. Who will receive settlement payments?

Any person who was employed by PG&E as an Officer at PG&E’s Diablo Canyon Power Plant at any time during the Class Period, and who did not enter into a severance agreement releasing his or her wage-and-hour claims for the entire Class Period, will automatically receive a settlement payment unless he or she submits a valid and timely Request for Exclusion.

#### d. How much can I expect to receive?

The following is the amount the Settlement Administrator currently estimates you will receive if you participate in the settlement and the settlement is approved by the Court: \$«MERGED\_EstSettAmnt\_CALC». This consists of your estimated pro-rata share of the Net Settlement Fund, which is currently estimated to be \$2,025,000.00.

Again, your estimated amount is based on the number of weeks you worked for PG&E as an Officer at PG&E’s Diablo Canyon Power Plant during the Class Period as a percentage of all the weeks worked by Class Members during the Class Period. PG&E’s payroll records show that during the Class Period you worked a total of «MERGED\_WW» weeks.

If you wish to challenge the number of weeks you worked during the Class Period, you must take the steps below:

- (1) You must mail a written challenge to the Settlement Administrator, whose name and address are listed below.
- (2) The written challenge must (a) contain your name, address, and only last four digits of your Social Security number (or your full employee ID), (b) be signed by you, (c) state what you believe to be the correct number of weeks you worked for PG&E as an Officer at PG&E’s Diablo Canyon Power Plant during the Class Period, (d) state your reasons to support this number, and (e) attach all supporting documentation. By submitting a challenge, you authorize the Settlement Administrator to review PG&E’s records and determine the validity of your challenge, including information related to any possible Family and Medical Leave Act (FMLA) / California Family Rights Act (CFRA) leave or other leave that you may have been on while employed by PG&E.
- (3) The written challenge must be postmarked by June 11, 2018.

All challenges regarding the weeks you worked as defined above will be resolved and decided by the Settlement Administrator, and the Settlement Administrator’s decision will be final and binding and shall not be subject to review or appeal.

The estimated payment amount may increase or decrease based upon the information contained in the Challenge Form, decisions of the Settlement Administrator regarding challenges made by you or other Class Members, and the terms of the Court’s final approval order.

#### (1) Applicable Tax Withholding and Responsibility for Taxes

Settlement Awards to participating Class Members shall be treated as wages for tax purposes and subject to all applicable withholding. PG&E will pay the employer’s share of employment-related taxes as required by applicable law separate from the Total Settlement Sum. Class Members will be responsible for the tax consequences of all payments they receive, for filing returns and reporting all

income received to state and federal taxing authorities, and for payment of any other applicable taxes due. The parties cannot provide and will not provide any advice regarding tax obligations. You should seek tax advice as to any amounts you might be eligible to receive pursuant to the settlement from your own tax advisor.

**e. Attorneys' fees and costs for Class Counsel**

The Court has preliminarily and conditionally approved the following law firm as Class Counsel:

**WEINBERG, ROGER & ROSENFELD**

A Professional Corporation

Antonio Ruiz

Jannah V. Manansala

1001 Marina Village Parkway, Suite 200

Alameda, CA 94501

Tel: 510.337.1001

[aruiz@unioncounsel.net](mailto:aruiz@unioncounsel.net)

[jmanansala@unioncounsel.net](mailto:jmanansala@unioncounsel.net)

You do not need to pay any portion of Class Counsel's attorneys' fees or costs yourself. All payments for those attorneys' fees and costs are separately accounted for in the settlement. Class Counsel will request that the Court approve their attorneys' fees and costs. Class Counsel will request that the Court award attorneys' fees and costs of up to \$1,000,000. The Court will determine the actual amount of any attorneys' fees and/or costs awarded.

**f. Additional payment to Plaintiffs**

The Court has also preliminarily approved an extra payment of \$10,000 to Plaintiff Homero Barragan, \$5,000 to Plaintiff Bryce Donaldson and \$5,000 to Plaintiff Guy Graff as an award for their service as named plaintiffs in this litigation. The service award will slightly reduce the amount of payments that Class Members might otherwise receive. The service award is intended to compensate Plaintiffs for their risk incurred and time and efforts in assisting with the litigation of the lawsuit.

**g. Payment to the LWDA**

A sum of \$3,000 will be paid to the LWDA, the state agency responsible for administering the Private Attorneys General Act (PAGA). This is 75% of the total amount (\$4,000) allocated to the resolution and release of PAGA claims in the action.

**h. Settlement administration costs will be borne by PG&E**

Costs incurred by the Settlement Administrator in connection with providing Notice to you and other Class Members, receiving and determining challenges to estimated settlement payment amounts, receiving and forwarding Requests for Exclusion and objections received, if any, and calculating and distributing payments due to participating Class Members and others entitled to payment under the terms of the Settlement Agreement as approved by the Court, will be paid by PG&E separate from the Total Settlement Sum.

**i. All payments subject to Court approval**

All of the payments described in this Notice will be made if and only if the Court grants final approval of the settlement. The amounts of some of those payments may be adjusted by the Court.

**4. What are my options?**

You may exclude yourself from the settlement, object to the settlement, or do nothing.

You do not have to do anything to participate in the settlement. You will automatically receive a payment under the settlement so long as the Court approves the settlement. Alternatively, you can exclude yourself from the settlement. Finally, if you do not exclude yourself from the settlement, you may object to the settlement. The option you choose affects whether you receive a payment under the settlement and whether you give up certain rights. These options are also summarized in the chart near the beginning of this Notice.

**a. What do I have to do to receive a settlement payment?**

To receive a settlement payment, you do not have to take any affirmative steps, but you may not submit a Request for Exclusion. If you do not submit a Request for Exclusion, your individual settlement award will be calculated for you and automatically paid.

**b. Can I request to be excluded from the settlement?**

You may exclude yourself from the settlement, as may any other Class Member other than Plaintiffs. If you exclude yourself, you will not receive any payment from the settlement and will not be subject to the terms of the Settlement Agreement.

You may exclude yourself from the proposed settlement by taking the following steps:

Mail to the Settlement Administrator, whose name and address are listed below, a written statement that (a) contains your name, address, and only the last four digits of your Social Security number (or your full employee ID), (b) is signed by you, and (c) states that you wish to be excluded from the settlement.

Your request for exclusion must be postmarked by June 11, 2018.

If you exclude yourself from the settlement, you will not receive any payment under the settlement. You also cannot both exclude yourself and object to the settlement. In order for you to object to this Settlement Agreement, or any term of it, you must not submit a Request for Exclusion.

You may also rescind your request to be excluded from the settlement up to five (5) calendar days prior to August 24, 2018. The rescission of your Request for Exclusion must be submitted in a written statement to the Settlement Administrator.

**c. How do I object to the settlement?**

If you are satisfied with the proposed settlement, you do not need to express your views or appear at the hearing at which the Court will consider final approval of the settlement. However, if you wish to object to the proposed settlement you must take the steps below. Your failure to do so will be deemed a waiver of your objections and you will not be permitted to appear at the hearing at which the Court will consider whether to grant final approval:

- (1) You must mail a written objection to the Settlement Administrator, whose name and address are listed below.
- (2) The written objection must (a) contain your name, address, and last four digits of your Social Security number, (b) be signed by you, (c) state the basis for your objection, and (d) attach all supporting papers.
- (3) You may appear at the final approval hearing personally, or through legal counsel. If you choose to appear through legal counsel, this will be at your own expense.
- (4) The written objection must be postmarked by June 11, 2018.

If you have satisfied the requirements set forth above, you have the right to address the Court at the hearing scheduled for **August 24, 2018**, at 11:00 a.m., before the Honorable Winifred Y. Smith, Alameda County Superior Court Judge, 1221 Oak Street, Department 21, Oakland, California 94612. Remember that if you submit a Request for Exclusion, you cannot submit an objection.

**5. Released claims – what will I give up if I participate in the settlement?**

The settlement relates to the time that you worked as an Officer for PG&E at its Diablo Canyon Power Plant during the Class Period, and to any and all claims in the lawsuit. Specifically, if the proposed settlement is approved, all Class Members who have not requested exclusion will be considered to have released PG&E (including its current and former parent corporations, holding corporations, partners, shareholders, subsidiaries, affiliates, divisions, predecessors, successors, related entities, assigns, and all of their current and former officers, directors, employees, shareholders, agents, trustees, representatives, attorneys, insurers, employee benefit plans and the trustees and administrators of any such plans, supervisors, successors, affiliated corporations, divisions, subsidiaries, affiliates or related entities, in any and all capacities, including, but not limited to, the fiduciary, representative, or individual capacity of any released person or entity—collectively referred to as the “Released Parties”) from any and all claims, causes of action, damages, penalties, interest, fines, debts, liens, liabilities, guarantees, expenses, demands, obligations, attorneys’ fees, costs, and any other form of relief or remedy in law or in equity any Class Representative or participating Class Member has or may have against any of the Released Parties, whether known or unknown, and whether suspected or unsuspected, that were either asserted in this lawsuit, could have been asserted in the lawsuit based upon the facts alleged, or which could reasonably arise from facts alleged in the lawsuit, based upon any act or omission occurring at any time through the date the Court enters the Preliminary Approval Order, as well as any and all claims for liquidated or punitive damages, attorneys’ fees or costs, disbursements and expenses associated therewith, including, but not limited to: claims for alleged failure to provide off-duty rest breaks, or pay the one-hour rest period premiums, in violation of California Labor Code section 226.7; claims derivative of the alleged failure to provide rest breaks or pay rest break premiums during the Class Period, including claims for alleged failure to provide accurate itemized wage statements

in violation of California Labor Code section 226; claims for alleged waiting time penalties pursuant to California Labor Code section 203; claims for alleged unlawful, unfair, and/or fraudulent business practices under California Business and Professions Code sections 17200, *et seq.*; and claims under the California Private Attorney General Act of 2004, California Labor Code sections 2698, *et seq.* (collectively, the “Released Claims”).

Class Members who do not exclude themselves from the settlement will be considered to have accepted the release and to have waived any and all of the Released Claims against the Released Parties.

**6. Will I be subject to discipline based on whether I participate in the settlement?**

No. California law protects you and other Class Members from retaliation based on your/their decision to participate or not participate in this settlement. PG&E is prohibited by law from retaliating in any way based upon your decision to participate or not participate in the settlement. Your decision to participate, not participate, or object to this settlement will not impact your employment with PG&E or PG&E’s treatment of you as a former employee.

**7. Where can I get additional information?**

This Notice only summarizes this lawsuit, the settlement, and related matters. For more information, please contact the following court-appointed neutral third-party Settlement Administrator:

**Barragan et al v. Pacific Gas and Electric Company**  
**c/o Simpluris, Inc.**  
**P.O. Box 26170**  
**Santa Ana, CA 92799**  
**Toll free telephone number: (888) 369-3780**

Alternatively, information about this lawsuit, the settlement, and related matters may also be found at the following website, which will be maintained by the Settlement Administrator: <http://simpluris.com/case-information>.

The pleadings and other records in this litigation, including the Settlement Agreement, may be examined online on the Alameda County Superior Court’s website, known as 'DomainWeb,' at

<https://publicrecords.alameda.courts.ca.gov/PRS/>

After arriving at the website, click the 'Search By Case Number ' link, then enter RG17853920 as the case number and click 'SEARCH.' Images of every document filed in the case may be viewed through the 'Register of Actions' at a minimal charge.

You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at any of the following branches of the Alameda County Superior Court:

- René C. Davidson Courthouse, 1225 Fallon Street, Oakland, California 94612;
- Hayward Hall of Justice, 24405 Amador Street, Hayward, California 94544; or
- George E. McDonald Hall of Justice, 2233 Shoreline Drive, Alameda, California 94501.

PLEASE DO NOT TELEPHONE THE COURT OR PG&E’S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS.