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NEW HAMPSHIRE BALL BEARINGS, INC.

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

JOSE L. LUNA, an individual, on
behalf of himself and others similarly
situated,

PLAINTIFF,

v.

NEW HAMPSHIRE BALL
BEARINGS, INC.; and DOES 1 to 50,
inclusive,

DEFENDANTS.

CASE NO.: 2:18-cv-10755-AB-JC

Hon. André Birotte Jr.

**FIRST AMENDED JOINT
STIPULATION FOR CLASS
ACTION SETTLEMENT AND
RELEASE**

Complaint Filed: November 13, 2018
Fourth Amended Complaint filed:
August 16, 2022

Trial Date: None Set

1 **FIRST AMENDED JOINT STIPULATION FOR CLASS ACTION**
2 **SETTLEMENT AND RELEASE**

3 This Stipulation and Settlement Agreement of Class Action Claims is made
4 between Plaintiff Jose L. Luna (“Named Plaintiff”), on behalf of himself and all
5 other individuals similarly situated, on the one hand, and Defendant New Hampshire
6 Ball Bearings, Inc. (“Defendant” or “NHBB”), on the other hand, agree to settle the
7 Action as set forth in this First Amended Joint Stipulation for Class Action
8 Settlement and Release (“Settlement,” “Stipulation,” or “Agreement”).

9 **DEFINITIONS**

10 1. **“Action”** means *Jose L. Luna, et al v. New Hampshire Ball*
11 *Bearings, Inc.*, Case No. 2:18-cv-10755-AB-JC, which is currently pending before
12 the Honorable Andre Birotte in the United States District Court for the Central
13 District of California.

14 2. **“Settlement Administrator”** of **“Administrator”** means Apex
15 Class Action LLC.

16 3. **“Administrator Costs”** means the fees and expenses reasonably
17 and necessarily incurred by the Administrator as a result of performing the
18 settlement administration procedures and functions expressly required in this
19 Agreement and shall include all costs of administering the Settlement, including but
20 not limited, to all tax document preparation, custodial fees, and accounting fees
21 incurred by the Administrator; all costs and fees associated with preparing, issuing
22 and mailing any and all notices and other correspondence to Class Members; all
23 costs and fees associated with computing, processing, reviewing, and paying the
24 Individual Settlement Payments, and resolving disputed claims; all costs and fees
25 associated with calculating tax withholdings and payroll taxes and making related
26 payment to federal state tax authorities and issuing tax forms relating to payments
27 made under the Settlement; all fees and costs associated with any other payments to
28 be made out of or into the Gross Settlement Fund; all costs and fees associated with

1 preparing any tax returns and any other filings required by any governmental taxing
2 authority or agency; all costs and fees associated with preparing any other notices,
3 reports, or filings to be prepared in the course of administering disbursements from
4 the Settlement Fund; and any other costs and fees incurred and/or charged by the
5 Administrator in connection with the execution of its duties under this Agreement.
6 This amount is not expected to exceed \$11,500.00 (Eleven Thousand Five Hundred
7 Dollars).

8 **4. “Class Counsel”** means Darren M. Cohen of Kingsley &
9 Kingsley, APC, 16133 Ventura Blvd., Suite 1200, Encino, California 91436, (818)
10 990-8300.

11 **5. “Class Counsel Award”** means the gross amount of attorneys’
12 fees for Class Counsel’s litigation and resolution of this Action, up to 33 1/3% of the
13 Gross Settlement Fund.

14 **6. “Class Counsel Costs”** means expenses and costs incurred by
15 Class Counsel for Class Counsel’s litigation and resolution of the Action to be
16 supported by Class Counsel declaration(s).

17 **7. “Class Information”** means information regarding Class
18 Members and PAGA Members that the Defendant will in good faith compile from
19 its records and provide to the Administrator. Class Information will be provided in
20 Microsoft Excel spreadsheet format and will include each Class Member’s: (a) full
21 name; (b) last known home address; (c) last known home telephone number (or
22 mobile number if there is no home number on file); (d) the last four digits of the
23 individual’s Social Security Number; (e) start date of employment; (f) end date of
24 employment; (g) workweeks worked as an hourly non-exempt employee during the
25 Class Period; and (h) workweeks during PAGA Settlement Period.

26 **8. “Class Members”** means all individuals who have been
27 employed by Defendant New Hampshire Ball Bearings, Inc. as non-exempt, hourly
28 employees from November 13, 2014 to December 31, 2022.

1 **9. “Class Participant(s)”** shall mean any and all Class Members
2 who do not submit timely and valid requests for exclusion (i.e., who elect to “opt
3 out”) as provided herein.

4 **10. “Settlement Class Period”** means from November 13, 2014 to
5 December 31, 2022.

6 **11. “PAGA Members”** means all individuals who have been
7 employed by Defendant New Hampshire Ball Bearings, Inc. as non-exempt, hourly
8 employees from November 6, 2017 to December 31, 2022.

9 **12. “PAGA Settlement Period”** means from November 6, 2017 to
10 December 31, 2022.

11 **13. “Class Representative Enhancement Payment”** means the
12 amount that the Court authorizes to be paid to Plaintiff, not to exceed \$15,000.00
13 (Fifteen Thousand Dollars) in recognition of Plaintiff’s efforts and risks in assisting
14 with the prosecution of the Action and as consideration for executing this Settlement.

15 **14. “Court”** means the United States District Court for the Central
16 District of California located at First Street Courthouse, 350 West First Street, Los
17 Angeles, California 90012.

18 **15. “Date of Preliminary Approval”** means the date the Court
19 enters an Order approving this Agreement, and the exhibits thereto, and setting a
20 hearing for Final Approval of the Settlement.

21 **16. “Defendant”** means New Hampshire Ball Bearings, Inc., and all
22 of the other entities and individuals defined as “Released Parties” in Paragraph 33,
23 below.

24 **17. “Defense Counsel”** means Sheppard Mullin Richter & Hampton
25 LLP and its attorneys including but not limited to Krista Stevenson Johnson.

26 **18. “Effective Date”** As used in this Settlement, “Effective Date”
27 means the date by which the Settlement Agreement is finally approved as provided
28 herein and the Court’s Final Judgment becomes final. For purposes of this

1 Agreement, the Final Judgment “becomes final” when: (i) the period for filing any
2 appeal, writ, or other appellate proceeding opposing the Settlement has elapsed
3 without any appeal, writ, or other appellate proceeding having been filed; (ii) any
4 appeal, writ or other appellate proceeding opposing the Settlement has been
5 dismissed finally and conclusively with no right to pursue further remedies or relief;
6 or (iii) any appeal, writ or other appellate proceeding has upheld the Court’s final
7 order with no right to pursue further remedies or relief. In this regard, it is the
8 intention of the parties that the Settlement shall not become effective until the
9 Court’s order approving the Settlement is completely final, and there is no further
10 recourse by an appellant or objector who seeks to contest the Settlement.

11 **19. “Employer Taxes”** means employer-side taxes and
12 contributions imposed on the wage portions of the Individual Settlement Payments.

13 **20. “Individual Settlement Payment”** means the amount each
14 Settlement Class Member is eligible to receive from the Net Settlement Fund if he
15 or she does not “opt out” of the Settlement.

16 **21. “PAGA Allocation”** means the amount payable from the Gross
17 Settlement Fund for the compromise of claims brought under the Private Attorneys
18 General Act of 2004, California Labor Code § 2698 *et seq.*

19 **22. “LWDA PAGA Allocation”** means the 75% of the PAGA
20 Allocation, which will be payable to the State of California Labor and Workforce
21 Development Agency (“LWDA”).

22 **23. “PAGA Payment”** means the amount each PAGA Settlement
23 Member is eligible to receive from the PAGA Allocation.

24 **24. “Gross Settlement Fund”** means \$1,950,000 (One Million
25 Nine-Hundred Fifty Thousand Dollars), which represents the maximum amount that
26 Defendant is obligated to pay under this Agreement. This Gross Settlement Fund is
27 inclusive of Class Members’ Individual Settlement Payments, the service payment
28 to the Named Plaintiff as the class representative, Plaintiff’s attorney’s fees, costs

1 and expenses related to the Action (including, without limitation, all fees and costs
2 incurred to date in the Action, as well as all such fees and costs incurred in
3 documenting the Settlement, securing court approval of the Settlement,
4 administering the Settlement, and obtaining a Judgment), payment to the LWDA of
5 \$75,000.00 (Seventy Five Thousand Dollars), and the Claims Administrator’s fees
6 and expenses.

7 **25. “Net Settlement Fund”** means the Gross Settlement Fund, less
8 Class Counsel Award, Class Counsel Costs, Class Representative Enhancement
9 Payment, Administrator Costs, and the LWDA PAGA Allocation.

10 **26. “Notice of Objection”** means the notice a Class Member
11 wishing to object to the Settlement must file with the Court and serve on all Parties.

12 **27. “Notice of Settlement”** means the Notice of Class Action
13 Settlement (substantially in the form attached as Exhibit 1).

14 **28. “Notice”** means the Notice of Class Action Settlement
15 (substantially in the form attached as Exhibit 1).

16 **29. “Notice Period”** means a period of Sixty (60) calendar days
17 from the date the Administrator mails the Notice Packet to Class Members. If the
18 60th day falls on a Sunday or holiday, the Notice Period shall end on the next
19 business day that is not a Sunday or holiday.

20 **30. “Parties”** means Plaintiff and Defendant.

21 **31. “Named Plaintiff”** means Jose Luna, who has been designated
22 as Class Representative for the Settlement Class.

23 **32. “Preliminary Approval Order”** means the Proposed Order
24 (substantially in the form attached as Exhibit 2).

25 **33. “Released Parties”** means Defendant and any of its former and
26 present parent companies, parent companies’ and Defendant’s subsidiaries, and
27 affiliated and its or their officers, directors, employees, partners, shareholders, and
28 agents (including, without limitation, any investment bankers, accountants, insurers,

1 reinsurers, attorneys and any past, present, or future officers, directors, and
2 employees), and any other successors, assigns or legal representatives.

3 **34. “Request for Exclusion”** means the written Request for
4 Exclusion that Class Members must timely complete and submit to the
5 Administrator to “opt out” and be excluded from this Settlement in accordance with
6 the terms of the Notice.

7 **35. “Settlement,” “Settlement Agreement,” and “Agreement”**
8 each shall mean this First Amended Joint Stipulation for Class Action Settlement
9 and Release.

10 **36. “Settlement Class Member”** means all Class Members who do
11 not validly and timely opt out of this Settlement.

12 **RECITALS**

13 **37. Procedural History.** On November 13, 2018, attorneys
14 representing Jose Luna, an employee of NHBB, filed a class action lawsuit in the
15 Los Angeles Superior Court entitled *Jose Luna, et al v. New Hampshire Ball*
16 *Bearings, Inc.*, Case Number 18STCV04653. On December 28, 2018, Defendant
17 removed the action to the United States District Court for the Central District of
18 California, Case No. 2:18-cv-10755-AB-JC. On February 11, 2019, Plaintiff filed a
19 First Amended Complaint in federal court. In the First Amended Complaint,
20 Plaintiff alleged claims for (1) failure to provide meal breaks, (2) failure to provide
21 rest breaks, (3) failure to provide accurate itemized wage statements, (4) failure to
22 pay all wages due at the time of termination or resignation, (5) unfair business
23 competition under the California Business and Professions Code unfair competition
24 law (“UCL”), and (6) for civil penalties under the California Labor Code Private
25 Attorney General Act (“PAGA”). The lawsuit seeks to include all hourly non-
26 exempt employees at NHBB’s facility in Chatsworth, California. On November 5,
27 2020, Plaintiff filed a Second Amended Complaint, in which he alleged claims for
28 (1) failure to pay minimum wages, (2) failure to pay wages and/or overtime, (3)

1 failure to keep records under the Labor Code, (4) failure to provide meal periods, (5)
2 failure to provide rest periods, (6) failure to provide proper wage statements, (7)
3 unfair business competition under the UCL, and (8) for civil penalties under the
4 PAGA. Plaintiff attached to his First Amended Complaint a letter to the Labor
5 Workforce Development Agency (“LWDA”), dated November 6, 2018.

6 On March 2, 2021, Plaintiff filed a Third Amended Complaint, in which he
7 alleged claims for (1) failure to pay wages and/or overtime, (2) failure to keep
8 accurate time records, (3) failure to provide meal periods, (4) failure to provide
9 itemized wage statements, (5) unfair business competition under the UCL, (6) for
10 civil penalties under the PAGA. On August 16, 2022, Plaintiff filed a Fourth
11 Amended Complaint, in which he alleged claims for (1) Failure to Pay Wages and/or
12 Overtime, (2) failure to keep accurate time records, (3) failure to provide meal
13 periods, (4) failure to provide itemized wage statements, (5) failure to pay all wages
14 due at the time of termination or resignation, (6) unfair business competition under
15 the UCL, (7) for civil penalties under the PAGA.

16 Pursuant to the Stipulation relating to this settlement, the Parties will stipulate
17 that Plaintiff may file a Fifth Amended Complaint, alleging claims for (1) failure to
18 pay wages and/or overtime, (2) failure to keep accurate time records, (3) failure to
19 provide meal periods, (4) failure to provide rest periods, (5) failure to provide
20 itemized wage statements, (6) failure to pay all wages due at the time of termination
21 or resignation, (7) unfair business competition under the UCL, (8) for civil penalties
22 under the PAGA.

23 In addition to the above Complaints, on November 16, 2018, Plaintiff
24 submitted a letter to the California Labor and Workforce Development Agency, in
25 which he set forth his claims for PAGA penalties on behalf of all hourly, non-exempt
26 employees at NHBB’s facility in Chatsworth, California, based on allegations of
27 violation of minimum wage and overtime laws, failure to provide meal and rest
28 periods in accordance with the law, failure to provide accurate wage statements, and

1 failure to pay all wages due at time of termination. This letter was attached to the
2 First through Fifth Amended Complaints.

3 **38. Related Case.** On or about January 21, 2020, Timothy Twyman
4 filed a putative class action complaint against Defendant in the Superior Court of the
5 State of California, County of Los Angeles, Case No. 20STCV02459 (the “Twyman
6 Action”) on behalf of himself and on behalf of all other purportedly similarly situated
7 non-exempt, hourly employees. The Twyman Action was removed to this Court on
8 March 24, 2021, was deemed related to this Action, and was stayed.

9 **39. Mediation.** On May 4, 2022, the Parties attended a full-day
10 mediation with the Honorable Thierry Colaw (Ret.), but were not able to reach a
11 settlement on that date. The Parties continued to engage in settlement discussions
12 through Judge Colaw and ultimately reached a settlement, the terms of which are
13 memorialized in further detail herein.

14 **40. Exchange of Discovery/Information.** The Parties have
15 conducted an extensive investigation of the facts and the law, including, *inter alia*,
16 the exchange of information through discovery. Both Parties exchanged Initial
17 Disclosures pursuant to Federal Rule of Civil Procedure Rule 26(a). The Parties
18 exchanged written discovery requests and responses, Defendant took the deposition
19 of Plaintiff, and Plaintiff took the deposition of a corporate witness under Federal
20 Rule of Civil Procedure, Rule 30(b)(6) as to Plaintiff’s claims. Defendant produced
21 over 2020 pages of documents to Plaintiff, including time and pay records of Named
22 Plaintiff. Further, the Parties exchanged information, class workweek data, class
23 member numbers, and theories of the case. Counsel for the Parties further engaged
24 in briefing and research of the applicable law with respect to the applicable law as
25 applied to the facts discovered regarding the alleged claims of Plaintiff and potential
26 defenses thereto, Defendant’s contentions that it complied with all applicable laws,
27 including with respect to providing Plaintiff with accurate, itemized wage
28 statements, and the damages claimed by Plaintiff.

1 **41. Benefits of Settlement to Class Members.** Plaintiff and Class
2 Counsel believe their putative class action is meritorious based on alleged violations
3 of California's wage and hour laws and is appropriate for class action treatment.
4 However, they recognize the expense and length of continued proceedings necessary
5 to litigate their disputes through trial and through any possible appeals. Plaintiff has
6 also taken into account the uncertainty and risk of the outcome of further litigation,
7 and the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel
8 are also aware of the burdens of proof necessary to establish liability generally for
9 the claims asserted in the Action, and potential difficulties in establishing damages
10 for the Class Members. Plaintiff and Class Counsel have also taken into account
11 Defendant's agreement to enter into a settlement that confers substantial relief upon
12 Class Members. Based on the foregoing, Plaintiff and Class Counsel have
13 determined that this Settlement is fair, adequate, and reasonable, and is in the best
14 interests of the Class Members.

15 **42. Defendant's Reasons for Settlement.** In its Answers to
16 Plaintiff's Complaints, Defendant denied and they continue to deny each of the
17 claims and contentions alleged by Plaintiff. Defendant has repeatedly asserted and
18 continue to assert defenses thereto, and have expressly denied and continue to deny
19 any wrongdoing or legal liability arising out of any of the facts or conduct alleged
20 in the Actions. Defendant also has denied and continue to deny, *inter alia*, the
21 allegations that Plaintiff has suffered damages; that Defendant improperly failed to
22 pay Plaintiff all wages owed; that Defendant failed to properly provide meal periods;
23 that Defendant provided Plaintiff with inaccurate wage statements; that Defendant
24 failed to timely pay all wages due at separation of employment; that Defendant
25 engaged in any unlawful, unfair or fraudulent business practices; that Defendant
26 engaged in any other wrongful conduct as alleged in the Actions; that Plaintiff was
27 harmed by the conduct alleged in the Actions; or that penalties are warranted. In
28 settling this Action, Defendant do not admit liability with respect to any of the

1 alleged claims made by Plaintiff and make no admissions regarding any facts or law
2 related to the Action. Nothing in this agreement will be offered or used for the
3 purpose of arguing or asserting this settlement is an admission of liability by
4 Defendant.

5 Notwithstanding the foregoing, Defendant has concluded that any
6 further defense of this litigation would be protracted and expensive for all Parties.
7 A substantial amount of time, energy, and resources of Defendant has been and,
8 unless this Settlement is made, will continue to be devoted to the defense of the
9 claims asserted by Plaintiff and Class Members. Defendant has also taken into
10 account the risks of further litigation in reaching their decision to enter into this
11 Settlement. Despite continuing to contend that it is not liable for any of the claims
12 set forth by Plaintiff in the Action, Defendant has, nonetheless, agreed to settle in
13 the manner and upon the terms set forth in this Settlement to put to rest the claims
14 alleged in the Action.

15 CLASS CERTIFICATION

16 **43. Stipulation for Provisional Class Certification.** For the
17 purposes of this Stipulation only, the Parties agree to the certification of the
18 Settlement Class pursuant to Fed. R. Civ. Proc. 23, to include all Class Members.
19 Should the Settlement not become final and effective as provided herein, class
20 certification will immediately be set aside (subject to further proceedings on motion
21 of any party to certify or deny certification thereafter). The Parties' willingness to
22 stipulate to class certification as part of the Settlement will have no bearing on, and
23 will not be admissible in or considered in connection with, the issue of whether a
24 class should be certified in a non-settlement context in the Action or in any other
25 lawsuit. Defendant's stipulation to this Settlement Class shall not be construed as
26 an admission or acknowledgement of wrongdoing of any kind.

27 TERMS

28 **44. Gross Settlement Fund Distribution.** The Gross Settlement

1 Fund shall be used for the payment of the following areas only:

2 a. Class Counsel Award and Costs. Defendant agrees not to
3 oppose or object to any application or motion by Class Counsel for attorneys' fees
4 up to 33 1/3% of the Gross Settlement Fund, and Class Counsel Costs not to exceed
5 \$30,000.00, as supported by a declaration from Class Counsel, from the Gross
6 Settlement Fund, subject to the approval of the Court. Plaintiff's application for
7 Class Counsel fees and costs shall be heard by the Court at the Final Fairness and
8 Approval Hearing. The attorney's fees and costs for Class Counsel approved by the
9 Court shall encompass all work performed, costs and expenses related to the
10 investigation, prosecution and settlement of the Action incurred through Judgment.
11 Class Counsel will be solely and legally responsible to pay all applicable taxes on
12 the payment made pursuant to this paragraph. The Administrator will issue an IRS
13 Form 1099-MISC to Class Counsel for the payments made pursuant to this
14 paragraph. This Settlement is not contingent upon the Court awarding Class Counsel
15 any particular amount in attorney's fees and costs. If the Court reduces or does not
16 approve the requested Class Counsel Award and/or Class Counsel Costs, the
17 Settlement will remain binding on the Parties. Any amount requested by Class
18 Counsel for the Class Counsel Award and Class Counsel Costs and not granted by
19 the Court will become part of the Net Settlement Fund to be distributed in
20 accordance with the terms of this Settlement.

21 b. Administrator Costs. The Administrator will be paid for
22 the costs of administration of the Settlement from the Gross Settlement Fund. Such
23 costs of administration are not anticipated to exceed \$11,500.00 (Eleven Thousand
24 Five Hundred Dollars). Should the costs of administration exceed this amount, upon
25 approval of the Court, such additional costs will be paid out of the Net Settlement
26 Fund. Any costs of administration that are not used will become part of the Net
27 Settlement Fund to be distributed in accordance with the terms of this Settlement.

28 c. Class Representative Enhancement Payment. Defendant

1 agrees not to oppose or object to any application or motion by Plaintiff to be
2 appointed Class Representative and for a Class Representative Enhancement
3 Payment, not to exceed \$15,000.00 (Fifteen Thousand Dollars). The Administrator
4 will issue an IRS Form 1099–MISC to Named Plaintiff for his Class Representative
5 Enhancement Payment and Named Plaintiff shall be solely responsible for any tax
6 obligations. Named Plaintiff agrees to provide the Administrator with an executed
7 Form W-9 before the Class Representative Enhancement Payment is issued. The
8 Class Representative Enhancement Payment will be in addition to Named Plaintiff’s
9 Individual Settlement Payment and PAGA Payment. The amount of the Class
10 Representative Enhancement Payment will be subject to the approval of the Court.
11 If the Court awards less than the requested amount of the Class Representative
12 Enhancement Payment, then any portion of the requested amount not awarded to
13 Named Plaintiff will become part of the Net Settlement Fund to be distributed in
14 accordance with the terms of this Settlement. If the Court reduces or does not
15 approve the requested Class Representative Enhancement Payment, Named Plaintiff
16 will not have the right to revoke this Settlement, which will remain binding on the
17 Parties.

18 d. PAGA Allocation. Subject to Court approval, the Parties
19 will allocate a total of \$100,000.00 from the Gross Settlement Fund for the
20 compromise of claims brought under the PAGA. Consistent with California Labor
21 Code § 2699(i) requires that the parties distribute any settlement of PAGA claims as
22 follows: 75% to the LWDA for enforcement of labor laws and education of
23 employers; and 25% to “aggrieved employees.” Accordingly, the Parties agree that
24 \$75,000.00 of the PAGA Allocation will be paid to the LWDA from the Gross
25 Settlement Fund by the Claims Administrator (“LWDA PAGA Allocation”), and the
26 remaining 25% of the PAGA Allocation (\$25,000.00) shall be distributed to all
27 PAGA Settlement Members, with each receiving a pro rata share based on the
28 number of pay periods worked during the PAGA Settlement Period.

1 If for any reason the Court determines this allocation should not
2 be approved, the Parties agree to review the PAGA allocation for adjustment in light
3 of the Court's determination however, Defendant shall not be required to pay more
4 than the amount of the Gross Settlement Fund of \$1,950,000.00.

5 i. Calculation of PAGA Payments. To calculate
6 PAGA Payments to be paid to PAGA Members, the Settlement Administrator will
7 first determine the total number of pay periods worked by the PAGA Members
8 during the PAGA Settlement Period. The PAGA Payments will be determined by
9 multiplying the pay period value by the total number of pay periods each PAGA
10 Member worked during the PAGA Settlement Period. The portion of PAGA
11 Payments paid to PAGA Members shall be treated entirely as penalties. Any Class
12 Member who submits a valid Request for Exclusion from the Settlement and who is
13 also a PAGA Member will still receive their pro rata share of the PAGA Allocation
14 and will still be bound to the PAGA release as set forth below.

15 ii. Tax Treatment of PAGA Settlement Payments: All
16 Individual PAGA Payments to the PAGA Settlement Members shall be reported on
17 IRS Forms 1099-MISC by the Settlement Administrator. The PAGA Settlement
18 Members should consult with their tax advisors concerning the tax consequences of
19 the payments they receive under the Settlement.

20 e. Individual Settlement Payment. Individual Settlement
21 Payments will be paid from the Net Settlement Fund to the Settlement Class
22 Members, as authorized by this Agreement and subject to approval by the Court.

23 i. Individual Settlement Payment Calculations: All
24 Settlement Class Members will receive an Individual Settlement Payment on a pro-
25 rata basis, based on the number of workweeks they worked as Class Members as
26 compared to the number of workweeks worked by all Settlement Class Members.
27 The Settlement Administrator shall calculate from Defendant's records as reflected
28 on the Class List, the number of workweeks worked by a Class Member for

1 Defendant, as an hourly non-exempt employee in California during the Settlement
2 Class Period (hereafter, the “Workweeks”). Workweeks will be calculated in
3 accordance with Defendant’s regular practice for tracking workweeks and shall be
4 defined to include any week in which a Settlement Class Member worked any hours
5 for Defendant in the Settlement Class Period. Each Class Member’s Individual
6 Settlement Payment will be calculated by multiplying the Net Settlement Fund by a
7 fraction, the numerator of which is the Class Member’s total number of Workweeks,
8 and the denominator of which is the total number of Workweeks of all Class
9 Members.

10 ii. Tax Treatment of Individual Settlement Payments:

11 10% of the Individual Settlement Payment will be characterized as wages and 90%
12 of each Individual Settlement Payment will be characterized as non-wages (e.g.,
13 interest and/or penalties) for purposes of tax reporting. Each Individual Settlement
14 Payment will be reduced by any legally mandated deductions for employer and
15 employee-side payroll taxes or other required employer and employee-side
16 withholdings. The Administrator will issue the appropriate tax documents
17 associated with the Individual Settlement Payments, including an IRS Form W-2 for
18 the amounts allocated as wages and an IRS Form 1099 for the amounts allocated as
19 non-wages (e.g., interest and/or penalties). The Parties further understand that any
20 and all employer and employee-side tax obligations associated with these amounts
21 shall be made from the Individual Settlement Payments. This is because the Parties
22 considered these taxes during their negotiations, and they are a part of the negotiated
23 and bargained-for settlement amount. The Class Representative and Class Members
24 should consult with their tax advisors concerning the tax consequences of the
25 payments they receive under the Settlement.

26 f. Reasonableness of Formula. The Parties hereby agree that
27 the formula for allocating the Individual Settlement Payments to Class Members and
28 PAGA Payments to PAGA Members provided herein is reasonable and that the

1 Individual Settlement Payments and PAGA Payments provided herein are designed
2 to provide a fair settlement to the Class and PAGA Members, despite the
3 uncertainties associated with the amounts alleged to be owed.

4 g. Class Size and Workweeks: At time of the second
5 mediation and during additional settlement discussions, it was estimated that during
6 the statutory period there were a total of approximately 692 Settlement Class
7 Members, 616 PAGA Members, and 132,423 workweeks worked by Settlement
8 Class Members from November 13, 2014 to July 31, 2022. Plaintiff may exercise
9 his right to withdraw from the settlement if there are any excess workweeks above
10 10% of 132,423 workweeks for the Settlement Class Members during the Class
11 Period.

12 **45. Circular 230 Disclaimer.** Each party to this Agreement (for
13 purposes of this section, the “Acknowledging Party;” and each party to this
14 Agreement other than the Acknowledging Party, an “Other Party”) acknowledges
15 and agrees that: (1) no provision of this Agreement, and no written communication
16 or disclosure between or among the parties or their attorneys and other advisors, is
17 or was intended to be, nor shall any such communication or disclosure constituted
18 or be construed or be relied upon as, tax advice within the meaning of the United
19 States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the
20 Acknowledging Party (a) has relied exclusively upon his, her, or its own,
21 independent legal and tax advisors for advice (including tax advice) in connection
22 with this Agreement; (b) has not entered into this Agreement based upon the
23 recommendation of any Other Party or any attorney or advisor to any Other Party;
24 and (c) is not entitled to rely upon any communication or disclosure by any attorney
25 or advisor to any Other Party to avoid any tax penalty that may be imposed on the
26 Acknowledging Party; and (3) no attorney or advisor to any Other Party has imposed
27 any limitation that protects the confidentiality of any such attorneys’ or advisor’s tax
28 strategies (regardless of whether such limitation is legally binding) upon disclosure

1 by the Acknowledging Party of the tax treatment or tax structure of any transaction,
2 including any transaction contemplated by this Agreement. Class Members shall
3 indemnify and hold harmless Defendant from any and all actions, claims or demands
4 brought by any tax or other authority based upon Class Members' tax obligations
5 arising from the payment to be made pursuant to this Stipulation of Settlement.

6 **46. No Other Distributions.** No other distributions shall be made
7 from the Gross Settlement Fund.

8 **47. Binding Effect of Agreement.** The Parties agree that the
9 Agreement shall remain binding even if the Court does not approve the full amount
10 of Class Counsel's fees, litigation costs, Class Representative Enhancement
11 Payment, PAGA Settlement Payment, and/or Administration Costs. Except for any
12 increase in the Gross Settlement Fund, the Agreement shall remain binding with any
13 such Court-ordered modification(s) and its terms will otherwise remain unchanged.

14 **RELEASE**

15 **48. Release By Settlement Class Members.** As of the Effective
16 Date, and upon payment of the Gross Settlement Fund, and except as to such rights
17 or claims as may be created by this Agreement, each and every Settlement Class
18 Member, on behalf of themselves and their heirs and assigns, unless he or she has
19 properly elected to opt out of the class, hereby releases Released Parties from the
20 following claims ("Released Claims") for the entire Class Period. The Released
21 Claims include, without limitation, and from any and all allegations, claims, debts,
22 rights, demands, charges, complaints, actions, causes of action, guarantees, costs,
23 expenses, attorneys' fees, economic damages, non-economic damages, restitution,
24 civil penalties, statutory penalties, liquidated damages, punitive damages, interest,
25 obligations, liabilities, or other monies and remedies, of any and every kind,
26 contingent or accrued, based on the factual allegations in the Complaint, First
27 Amended Complaint, Second Amended Complaint, Third Amended Complaint,
28 Fourth Amended Complaint, or Fifth Amended Complaint or the PAGA Letter for

1 failure to pay or underpaid wages and/or premium pay of any type, off-the-clock
2 work, time subject to employer's control, failure to maintain accurate records, failure
3 to provide or pay for missed or non-compliant rest or meal breaks, failure to furnish
4 accurate itemized wage statements, failure to timely pay wages, violation of the
5 California Unfair Competition Law ("UCL"), violation of the California Industrial
6 Welfare Commission wage orders, and/or civil penalties, based in whole or in part
7 on any direct or imputed violation of any federal or state, local or administrative
8 constitution, charter, law, rule, regulation or ordinance from November 13, 2014 to
9 December 31, 2022. The Notice to Class Members will advise them of this release
10 of claims and their agreement to give up their right to sue regarding claims released
11 by this Agreement.

12 **49. Release By PAGA Settlement Members.** As of the Effective
13 Date, and upon payment of the Gross Settlement Fund, Named Plaintiff, as a
14 representative of the State of California and on behalf of the LWDA and the PAGA
15 Settlement Members, fully and finally release the Released Parties from any and all
16 claims and causes of action, contingent or accrued, based on the factual allegations
17 in the Complaint, First Amended Complaint, Second Amended Complaint, Third
18 Amended Complaint, or Fourth Amended Complaint or the PAGA Letter including,
19 without limitation, for civil penalties under the Private Attorneys General Act of
20 2004 Cal. Labor Code § 2698, *et seq.* based upon the facts alleged: failure to pay
21 minimum wages; failure to pay straight time compensation, overtime or double-time
22 compensation (to include failure to correctly calculate and pay based on the regular
23 rate of compensation), failure to maintain accurate records, failure to provide meal
24 breaks or pay for missed or non-compliant meal breaks, failure to authorize and
25 permit or pay for missed or non-compliant rest breaks, failure to furnish accurate
26 itemized wage statements, and failure to timely pay wages, including final wages,
27 that occurred from November 6, 2017 to December 31, 2022.

28 **50. Release By Named Plaintiff.** As of the Effective Date, in

1 addition to the Released Claims, Named Plaintiff irrevocably and unconditionally
2 waives and releases all rights, demands, damages, debts, liabilities, actions, causes
3 of action, and claims, known and unknown, suspected or unsuspected, anticipated or
4 unanticipated, fixed or contingent, filed or unfiled, which they may have or ever had
5 against Defendant and each of their successors, predecessors, corporate parents,
6 subsidiaries, affiliated or related entities, owners, assigns, attorneys, officers,
7 directors, shareholders, partners, employees, agents, insurers and all persons acting
8 by, though, under or in concert with any of them. This includes but is not limited to
9 a release of all rights and claims Plaintiff may have under:

10 Anti-Discrimination Statutes, such as the California Fair Employment and
11 Housing Act (prohibits discrimination in employment based on, among other things,
12 race, religious creed, color, national origin, ancestry, physical disability, mental
13 disability, medical condition, marital status, sex orientation, gender, gender identity,
14 gender expression, sex, or age); Title VII of the Civil Rights Act of 1964 (prohibits
15 discrimination in employment based on race, color, national origin, religion, sex, or
16 pregnancy); the Age Discrimination in Employment Act (ADEA); the Civil Rights
17 Act of 1991 (prohibits discrimination); 42 U.S.C. § 1981 (prohibits discrimination);
18 Executive Order 11246 (prohibits race, color, religion, sex and national origin
19 discrimination); Executive Order 11141 (prohibits age discrimination); the
20 Rehabilitation Act of 1973 (prohibits handicap discrimination); the Equal Pay Act
21 (prohibits paying men and women unequal pay for equal work); and the Americans
22 With Disabilities Act, as amended (prohibits discrimination based on disability);

23 Federal and State Employment Statutes, such as the Fair Labor Standards Act
24 to the extent permissible (regulates wage and hour matters); the Employee
25 Retirement Income Security Act of 1974 (protects employee benefits); the Federal
26 Employee Polygraph Protection Act (prohibits an employer from requiring an
27 employee to take a polygraph test as a condition of employment); the National Labor
28 Relations Act (protects the right to engage in union activity); the Family and Medical

1 Leave Act (provides for leaves of absence); the California Family Rights Act
2 (provides for leaves of absence); and the California Labor Code (regulates wages,
3 hours, and other terms and conditions of employment); and

4 Other Laws, such as the Racketeer Influenced and Corrupt Organizations Act;
5 the Financial Reform Recovery and Enforcement Act of 1989; the Fair Credit
6 Reporting Act; the Unruh Act; California Penal Code Sections 630 *et seq.* and any
7 comparable federal law prohibiting non-consensual recordings of conversations; any
8 federal, state, or local laws or regulations prohibiting discrimination in employment
9 or otherwise, enforcing express or implied contracts, requiring employers to deal
10 fairly or in good faith, or restricting an employer's right to terminate employees; and
11 claims for retaliation, defamation, conspiracy, infliction of emotional distress,
12 invasion of privacy, assault, battery, intrusion upon seclusion, misrepresentation, or
13 any other tort; and

14 Benefit Plans, such as any stock option, bonus, incentive compensation,
15 commission, medical, dental, life insurance, retirement, and other compensation or
16 benefit plans (including, without limitation, any disability plans) except that Plaintiff
17 retain Plaintiff's vested benefits earned during the period of active employment, if
18 any, under all of Defendants' qualified retirement plans, as determined under the
19 official terms of those plans, including 401(k).

20 Specific Release of ADEA Claims: Named Plaintiff irrevocably and
21 unconditionally waives, releases, and discharges the Released Parties from any and
22 all claims, whether known or unknown, arising under the Age Discrimination in
23 Employment Act (ADEA), 29 U.S.C. § 621 *et seq.*, as amended, and its
24 implementing regulations. By signing this Agreement, Named Plaintiff
25 acknowledges and confirms that he: (a) has read this Agreement in its entirety and
26 understands all of its terms; (b) has been advised in writing to consult with an
27 attorney and has in fact consulted with an attorney before signing this Agreement;
28 (c) knowingly, freely, and voluntarily agrees to all of the terms and conditions set

1 out in this Agreement including, without limitation, the waiver, release, and
2 covenants contained in it; (d) is executing this Agreement, including the waiver and
3 release, in exchange for good and valuable consideration in addition to anything of
4 value to which Claimants are otherwise entitled; (e) was given at least twenty-one
5 (21) days to consider the terms of this Agreement and to consult with an attorney of
6 his choice before signing it, although Named Plaintiff may sign the Agreement
7 sooner if desired; (f) understands that he has seven (7) days from the date of signing
8 this Agreement to revoke it as to his age claims under the ADEA by delivering notice
9 of revocation to Krista Stevenson Johnson, Sheppard Mullin Richter & Hampton, 4
10 Embarcadero Center, 17th Floor, San Francisco, California by email to
11 ksjohnson@sheppardmullin.com in a manner in which receipt can be confirmed
12 before the end of the seven (7) day period; and (g) understand that the release in this
13 paragraph does not apply to rights and/or claims that may arise after the date on
14 which Plaintiff signs this Agreement. If Named Plaintiff revokes within seven (7)
15 days, he will not be entitled to his Class Representative Enhancement Payment.

16 Notwithstanding the foregoing, nothing herein is intended to release claims
17 that cannot be released as a matter of law, including, but not limited to, claims for
18 unemployment and/or workers' compensation benefits.

19 **Civil Code Section 1542.** The releases of Named Plaintiff set forth herein
20 covers both claims that Named Plaintiff knows about and claims he may not know
21 about. Named Plaintiff hereto expressly waives and relinquished all rights and
22 benefits provided by Section 1542 of the California Civil Code (and any similar laws
23 of other jurisdictions), and do so understanding and acknowledging that significance
24 of this specific waiver of Section 1542, which provides as follows:

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

1 party.

2 Thus, notwithstanding the provisions of Section 1542 of the Civil Code, and
3 for the purpose of implementing a full and complete release and discharge of the
4 Released Parties, Plaintiff hereto expressly acknowledges that this Settlement is
5 intended to include all claims which he does not know or suspect to exist in his favor
6 at the time of signing this Settlement.

7 **51. Class Counsel Award.** The Parties agree that the payment of
8 the Class Counsel Award and Costs shall constitute full satisfaction of the obligation
9 to pay any amounts to any person, attorney, or law firm for attorneys' fees, expenses
10 or costs in the Action incurred by any attorney on behalf of the Representative
11 Plaintiff and/or the Class

12 **DUTIES OF THE PARTIES**

13 **52. Duties of the Parties Prior to Preliminary Approval and**
14 **Between Preliminary and Final Approval.**

15 a. Class Counsel shall promptly submit this Settlement
16 Agreement and Exhibits to the Court together with a Motion for Preliminary
17 Approval of Settlement and Certification of Settlement Class. Plaintiff's motion
18 shall also seek an order:

- 19 i. Preliminarily approving the settlement;
20 ii. Approving as to form and content the proposed Notice
21 of Settlement;
22 iii. Directing the mailing of the Notice Packet by first
23 class mail to members of the Settlement Class;
24 iv. Preliminarily appointing Plaintiff and Class Counsel
25 as representatives of the Settlement Class;
26 v. Preliminarily approving settlement administration
27 services to be provided by the Administrator; and
28

1 vi. Scheduling a fairness hearing on the question of
2 whether the proposed settlement should be finally
3 approved as fair, reasonable and adequate as to the
4 Settlement Class Members.

5 b. Class Counsel agrees to provide to Defendant for review
6 and approval the draft motion for preliminary approval and the draft motion for final
7 approval at least 10 calendar days before the filing of the motion(s).

8 c. Defendant shall provide to the Administrator, within 30
9 calendar days of the Date after the Preliminary Approval Order, the Class
10 Information. Defendant shall submit this information in electronic format as
11 specified in this Agreement and shall thereafter, during the notice, approval, opt
12 out/objection and payment processes, assist the Administrator as necessary or as
13 requested to use, correct, or update this information in order to enable the
14 Administrator to locate and contact Class Members, and to provide information
15 needed or requested by the Administrator in order to make determinations on Class
16 Members' challenges.

17 d. The Parties shall cooperate with each other and the
18 Administrator during the process of giving Class Members notice and opportunity
19 to opt out or object to the Settlement, as necessary and appropriate to assure effective
20 communication to individual Class Members of information about their rights and
21 obligations under this Settlement Agreement.

22 e. The Parties agree that neither they nor their counsel will
23 actively solicit or otherwise encourage directly or indirectly Class Members to
24 request exclusion from the Class, object to the Settlement, object to any motion for
25 approval of enhancement payment, award of attorney's fees, and/or reimbursement
26 of costs and litigation expenses or to pursue any such objection on appeal. Nothing
27 in this Agreement prohibits Class Counsel from providing legal advice to their
28 current clients regarding the Settlement.

1 f. The Parties shall provide the Court, at least 5 calendar days
2 prior to the Final Approval and fairness hearing, a declaration by the Administrator
3 of due diligence and proof of mailing of the Notice Packet required to be mailed to
4 Class Members by this Agreement, and of the delivery results of the Settlement
5 Administrator's mailings including tracing and re-mailing efforts.

6 **53. Duties of the Parties Regarding Final Court Approval.**

7 a. Class Counsel will submit a proposed Final Approval
8 Order and Judgment for Final Approval, which shall include findings and orders:

- 9 i. Approving the settlement, adjudging the terms thereof
10 to be fair, reasonable and adequate, and directing that
11 its terms and provisions be carried out;
- 12 ii. Approving the payment of Class Representative
13 Enhancement Plaintiff to Named Plaintiff;
- 14 iii. Approving Class Counsel's application for an award
15 of attorney's fees and reimbursement of costs and
16 litigation expenses;
- 17 iv. Approving the Release of Class Claims against
18 Released Parties by Participating Class Members
19 regarding Released Claims, Settlement Class
20 Members who timely and validly submit a Request for
21 Exclusion excepted; and
- 22 v. Approving the Release of PAGA Claims against the
23 Released Parties by PAGA Settlement Members, the
24 State of California, and the LWDA.

25 b. Class Counsel shall file and serve their motion for final
26 approval of this Settlement and motion for attorney's fees, litigation costs, and
27 Enhancement Payment, along with all supporting evidence, prior to the Final
28 Approval Hearing, as ordered by the Court. At or in connection with the Final

1 Approval Hearing, the Parties shall request that the Court enter an Order and
2 Judgment, which shall bind all Class Members who have not submitted a valid and
3 timely request for exclusion.

4 c. Following entry of the Court's Order granting Final
5 Approval of the Settlement Agreement, the Parties will each act to assure its timely
6 execution and the fulfillment of all its provisions, including but not limited to the
7 following:

- 8 i. Should an appeal be taken from the Final Approval of
9 the Settlement Agreement, all parties will support the
10 approval order on appeal;
- 11 ii. Class Counsel and counsel for Defendant will assist
12 the Settlement Administrator as needed or requested
13 in the process of assuring delivery of payments to
14 Settlement Class Members;
- 15 iii. Class Counsel and/or the Settlement Administrator
16 will certify to the Court completion of all payments
17 required to be made by this Settlement Agreement.

18 **DUTIES OF ADMINISTRATOR**

19 **54. Settlement Administrator.** The Parties have chosen Apex
20 Class Action LLC to administer this Settlement and to act as the Administrator,
21 including but not limited to distributing and responding to inquiries about the Notice
22 of Proposed Class Action Settlement, determining the validity of opt-outs and
23 calculating and distributing the Individual Settlement Payments to Settlement Class
24 Members. The Administrator shall expressly agree to all of the terms and conditions
25 of this Agreement. In the event the Court does not approve the appointment of Apex
26 Class Action LLC, the Parties will meet and confer to select an alternate
27 Administrator.

28 **55. Duties.** The Administrator shall be responsible for: (a) preparing

1 and mailing the Notice Packet, providing each Class Member the number of weeks
2 they worked during the Class Period and instructions to opt out or object to the
3 Settlement, to all Class Members, including taking appropriate steps (as described
4 below) to trace and locate any individual Class Members whose address or contact
5 information as provided to the Administrator is inaccurate or outdated; (b) receiving
6 claims and challenges and independently reviewing and resolving any challenges,
7 and associated documentation, from Class Members regarding their number of
8 qualifying Work Weeks; (c) receiving and serving on Class Counsel and
9 Defendants' Counsel, and the Court opt out statements, copies of written objections,
10 and any rescission statements; (d) establishing a toll free telephone line and
11 responding to inquiries and requests for information or assistance from Class
12 Members; (e) establishing a Qualified Settlement Fund to maintain the Gross
13 Settlement Fund in a non-interest-bearing account; (f) determining and paying the
14 final amounts due to be paid to Settlement Class Members and PAGA Settlement
15 Members after adjustments: (i) for funds otherwise due to Settlement Class Members
16 who opt out of the settlement, and (ii) resulting from the resolution of all challenges;
17 (f) determining the validity of any late disputes or claims by previously unidentified
18 Class Members, (g) reporting to Class Counsel, Defendant's Counsel, and the Court
19 regarding the completion of the tasks identified in this paragraph; and (h) carrying
20 out other related tasks including the proper maintenance of undisbursed Gross
21 Settlement Fund amounts in a non-interest bearing account and reporting required
22 for that account including all tax document preparation and filing together with state
23 and federal tax forms if any, in accordance with the terms of this Agreement. All
24 disputes relating to the Administrator's ability and need to perform its duties shall
25 be referred to the Court, if necessary, until all payments and obligations
26 contemplated by the Agreement have been fully executed.

27 **56. Treatment of Class Member Data.** Class Information shall be
28 used by the Administrator solely for the purpose of calculating settlement shares,

1 notifying the Class Members of the Settlement, and tax reporting. The Class
2 Information shall not be disclosed to Class Counsel, the Plaintiff, or any other Class
3 Members without the written consent of Defendant. The Class Information and
4 Class Members' estimated and actual Individual Settlement Payments shall be kept
5 strictly confidential by the Administrator, who will not release such information to
6 Class Counsel and will provide such information to the Court only under seal and
7 only if so ordered by the Court. Class Counsel agrees that any information or
8 documents they receive or have received in connection with this Settlement may be
9 used for this Action only and may not be used for any purpose or in any other action
10 or proceeding.

11 **NOTICE OF SETTLEMENT**

12 **57. Method of Notice.**

13 a. Notice Via First Class Mail. Within 7 calendar days after
14 receiving the Class Information from Defendant, the Administrator shall perform a
15 search on the National Change of Address database to update the Class Members'
16 mailing addresses. Within 14 calendar days after receiving the Class Information
17 from Defendant, but after completing a search of the National Change of Address
18 database for updated Class Member mailing addresses, the Administrator will send
19 a copy of the Notice Packet, along with a self-addressed, stamped envelope, to each
20 Class Member by regular First-Class Mail. The Class Notice shall contain, *inter*
21 *alia*, the estimated amount of each Class Member's Individual Settlement Payment,
22 assuming the Class Member does not opt-out of the Settlement.

23 b. Undeliverable Notices. Notice Packets returned to the
24 Settlement Administrator as non-delivered shall be resent to the forwarding address,
25 if any, on the returned envelope within five (5) calendar days of receipt of the
26 forwarding address. A returned Notice Packet will be forwarded only once per Class
27 Member by the Settlement Administrator. With respect to Notice Packets returned
28 to the Settlement Administrator as non-delivered without a forwarding address, the

1 Settlement Administrator shall promptly attempt to obtain a valid mailing address
2 by performing a skip trace search and, if another address is identified, shall mail the
3 Notice Packet to the newly identified address within ten (10) calendar days of receipt
4 of non-delivery notice. Those Class Members who receive a re-mailed Notice
5 Packet, whether by skip-trace or by request, will have between the later of (a) an
6 additional fifteen (15) calendar days from the date of the re-mailed Notice Packet or
7 (b) the Response Deadline to fax or postmark a Request for Exclusion, or file and
8 serve an objection to the Settlement. Upon completion of these steps by the
9 Settlement Administrator, Defendant shall be deemed to have satisfied its obligation
10 to provide the Notice of Pendency of Class Action and Settlement to the affected
11 member of the Class. The affected Class Member shall remain a member of the
12 Class and shall be bound by all the terms of the First Amended Joint Stipulation for
13 Class Action Settlement and Release and the Court's Order and Final Judgment.

14 **58. Sufficient Notice.** It will be conclusively presumed that a Notice
15 Packet sent in compliance with the procedures specified herein will constitute due
16 and sufficient notice to Class Members and will satisfy the requirement of due
17 process. Nothing else will be required of, or done by, the Parties, Class Counsel,
18 and/or Defense Counsel to provide notice of the proposed settlement.

19 **59. Toll-Free Telephone Line.** The Administrator shall establish
20 and staff a toll-free telephone line that Class Members can use to contact the
21 Administrator with any questions relating to this Settlement or update their contact
22 information.

23 **60. Website for Notice Packet.** The Administrator shall operate a
24 website that includes the language of the Notice of Settlement on the homepage and
25 allows Class Members to download other attachments in the Notice Packet and
26 update their contact information. In addition, the Settlement Administrator shall
27 provide Notice of the Final Judgment by posting on the Claim Administrator's
28 website.

1 submits a valid Request for Exclusion from the Settlement that is also a PAGA
2 Settlement Member will still receive their pro rata share of the PAGA Amount and
3 will still be bound to the PAGA release as set forth in this Agreement. Class
4 Members who receive a Notice Packet but fail to submit a valid and timely Request
5 for Exclusion will be bound by all terms of the Settlement.

6 **67. Deficient Request for Exclusion.** If a Class Member submits a
7 deficient Request for Exclusion, the Administrator shall notify the Class Member of
8 the deficiency within 5 calendar days of receipt. The Class Member shall have until
9 the end of the Notice Period to cure said deficiencies, at which point his or her
10 request for exclusion will be rejected if not received. Class Members submitting
11 untimely or deficient Requests for Exclusion shall be bound by the Settlement and
12 its releases and will be considered Class Participants for settlement distribution
13 purposes.

14 **68. Request for Exclusion List.** Within 60 calendar days after the
15 original mailing of the Notice Packets, the Administrator shall provide counsel for
16 the Parties with a complete list of all Class Members who have timely submitted
17 Requests for Exclusion.

18 **OBJECTIONS**

19 **69. Notice of Objections.** Any Class Member wishing to object to
20 the Settlement must submit to the Administrator a written statement of objection in
21 accordance with the Timeline of Significant Events section herein. The date of filing
22 and the date on the proof of service will be deemed the exclusive means for
23 determining that a Notice of Objection was filed and served timely. This deadline
24 applies notwithstanding any argument regarding alleged non-receipt of the Notice
25 Packet. The Notice of Objection must be signed by the Class Member and state: (1)
26 the full name of the Class Member; (2) the dates of employment of the Class
27 Members; (3) the job title(s) and job location(s) of the Class Member; (4) the last
28 four digits of the Class Members' Social Security number and/or the Employee ID

1 number; (5) the basis for the objection; (6) a statement indicating whether the
2 objecting Class Member is represented by counsel and identifying any such counsel;
3 and (7) if the Class Member intends to appear at the hearing on the Motion for Final
4 Approval. Class Members who fail to make timely objections in the manner
5 specified above will be deemed to have waived any objections and will be foreclosed
6 from making any objections (whether by appeal or otherwise) to the Settlement.
7 Class Members who timely and validly request exclusion from the Settlement shall
8 have no right to object and shall be foreclosed from making any objection to the
9 Settlement.

10 **70. Effect of Serving and Filing Notice of Objection.** Class
11 Members who timely file and serve Notice of Objection will have a right to appear
12 at the hearing on the Motion for Final Approval to have their objections heard by the
13 Court.

14 **71. Response to Objections.** Any Party may file a response to any
15 Notice of Objection no later than 21 calendar days after the conclusion of the Notice
16 Period or 7 calendar days prior to the hearing on the Motion for Final Approval,
17 whichever is later.

18 **DISBURSEMENT**

19 **72. Payment of Gross Settlement Fund.** Defendant shall wire the
20 Gross Settlement Fund, which includes an amount equivalent to the Individual
21 Settlement Payments, the PAGA Payment, the Class Counsel Award, Class Counsel
22 Costs, Class Representative Enhancement Payment, Administrator Costs, and
23 PAGA Allocation to a bank account established and controlled by the Settlement
24 Administrator not later than 20 business days following the Effective Date (“Gross
25 Settlement Fund”). The Settlement Administrator will deposit the monies received
26 from Defendant in a FDIC insured bank account with at least one branch in
27 California approved by Defendant, from which all funds payable under the terms of
28 this Settlement will be paid.

Event	Deadline
The Parties shall jointly submit this Settlement to the Court for its preliminary approval.	Within 14 days of the Parties fully executing this Settlement.
Defendant shall provide the Administrator with the Class Information.	Within 30 calendar days after the entry of the Preliminary Approval Order.
The Administrator will send a copy of the Notice Packet to Class Members.	Within 14 calendar days after receiving the Class Information from Defendant.
Class Members must submit any disputes with Class Information to Administrator.	Within 60 calendar days after the original mailing of the Notice Packets.
Class Members wishing to request exclusion must submit a Request for Exclusion to the Administrator.	Within 60 calendar days after the original mailing of the Notice Packets.
Class Member wishing to object must file with the Court and serve on all Parties a written statement of objection.	Within 60 calendar days after the original mailing of the Notice Packets.
Class Counsel shall file with the Court a Motion for Final Approval.	Within 90 calendar days of the original mailing of the Notice Packets.

1 2 3 4 5 6 7 8 9 10	Defendant shall provide the Gross Settlement Fund to the Administrator.	Within 20 business days after the Effective Date of this Settlement.
11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	The Administrator shall disburse the Gross Settlement Fund.	Within 7 calendar days after receiving the Gross Settlement Fund.
	The Administrator shall release any funds relating to uncashed checks to the Cy Pres Recipient.	Within 30 calendar days after the check cashing deadline.

REVOKING, WITHDRAWING, VOIDING, OR MODIFYING THE AGREEMENT

77. **Right to Revoke.** Either Party has the right in its sole and exclusive discretion to terminate and withdraw from the Settlement at any time prior to Final Approval if any of the following occur: (a) the Settlement is construed in such a fashion that Defendant is required to pay more than the Gross Settlement Fund; or (b) the Court does not certify the Settlement Class as described herein, or does not certify a class releasing all of the Released Claims defined herein, or otherwise makes an order inconsistent with any of the terms of this Settlement Agreement (except for an order reducing Class Counsel's proposed attorney's fees or litigation costs, or the Class Representative Enhancement Payment); or (c) the Court does not grant preliminary or final approval of the Settlement. If for any reason the Settlement is not approved by the Court, or if a Party terminates and withdraws from the Settlement pursuant to this Agreement, this Agreement and any related settlement documents shall be null and void, and any class certified for settlement purposes will be vacated. In such an event, neither the Agreement, nor the settlement documents, nor the negotiations leading to the Settlement may be used

1 as evidence for any purpose, and Defendant shall retain the right to challenge all
2 claims and allegations in the action, to assert all applicable defenses, and to dispute
3 the propriety of class certification on all applicable grounds. In the event Defendant
4 or Plaintiff exercises an option to terminate or withdraw from the Settlement
5 Agreement, the terminating Party shall pay all the Settlement Administration costs
6 reasonably incurred up to the date of termination.

7 **78. Defendant's Right to Withdraw.** The Parties agree that
8 Defendant may, at their option, withdraw from the Settlement if 10% or more of the
9 Class Members opt out of the Settlement pursuant to the procedures set forth in this
10 Agreement. If Defendant exercises its option to withdraw from the Settlement
11 pursuant to this Paragraph, this Agreement and any related settlement documents
12 shall be null and void, and any class certified for settlement purposes will be vacated.
13 In such an event, neither the Agreement, nor the settlement documents, nor the
14 negotiations leading to the Settlement may be used as evidence for any purpose, and
15 Defendant shall retain the right to challenge all claims and allegations in the action,
16 to assert all applicable defenses, and to dispute the propriety of class certification on
17 all applicable grounds.

18 **79. Termination of Agreement.** If the conditions of the Settlement
19 set forth in this Settlement Agreement are not satisfied, or if either Party terminates
20 and withdraws from the Settlement, or if the Court does not enter judgment
21 consistent with this Stipulation, or if appellate review is sought and on such review
22 the Court's decision is materially modified or reversed, or, if one or more of the
23 terms of the Settlement is not approved or the Settlement with respect to one or more
24 such terms is materially modified or reversed, then this Settlement may be canceled,
25 terminated, and have no force or effect. If Final Approval does not occur, or if this
26 Settlement is terminated, revoked, or canceled pursuant to its terms, the Parties to
27 this Settlement shall be deemed to have reverted to their respective status as of the
28 date and time immediately prior to the execution of this Settlement.

1 of the claims asserted by Plaintiff against Defendant or as to whether a class should
2 be certified, other than for settlement purposes only. This Agreement is a settlement
3 document and shall be inadmissible in evidence in any proceeding. The preceding
4 sentence shall not apply to an action or proceeding to approve, interpret, or enforce
5 this Agreement.

6 **84. Public Comment and Non-Disparagement.** Except as
7 provided for in subsection (c), Plaintiff and his counsel and Defendant and their
8 counsel agree that they will not make any public disclosure of this Settlement,
9 including but not limited to website or social media postings of any type related to
10 the settlement or litigation of this Action against Defendant. The Parties agree that
11 neither party will issue any press release or other public representation regarding the
12 settlement other than as necessary to (a) obtain court approval, (b) effectuate the
13 terms of the settlement, that: (i) the Court has granted Preliminary Approval of the
14 settlement, (ii) should they have any questions about the settlement they may contact
15 the Claims Administrator, and (iii) provide notice to the Class as ordered by the
16 Court. The Parties and their counsel agree that they will not initiate or have any
17 contact with the press, respond to any press inquiry or have any communication with
18 the press about this case, other than in response to a press inquiry to refer the
19 inquiring party to the Notice of Settlement for further details about the settlement.
20 Plaintiff and Plaintiff's Counsel are permitted to reference this Settlement in
21 response to a subpoena, provided that Defendant are first given written notice of any
22 such subpoena and ten (10) business days to make any necessary filings to oppose
23 production or otherwise seek a protective order concerning same; or as otherwise
24 legally compelled to do so provided that Defendant are first given written notice
25 thereof and ten (10) business days within which to make any necessary filings to
26 oppose production or otherwise seek a protective order, unless such notice is
27 explicitly prohibited by law. The Party served with the subpoena shall not be obliged
28 to withhold the contents and terms of this Settlement or otherwise expend its own

1 resources to keep the Settlement or its terms confidential; rather, the non-subpoenaed
2 Party shall, at its own expense, be obliged to take steps to have the subpoena, request
3 or order withdrawn, quashed or limited if it so desires. The Parties will cooperate
4 with each other in good faith in connection with any such production and/or any
5 objections to production of documents stating any terms of the Settlement. Nothing
6 in this Paragraph shall preclude one of the Parties from disclosing this Agreement,
7 or any of its terms in the event of a breach to allow the non-breaching Party to
8 enforce its rights under the Settlement. Additionally, nothing in this Paragraph shall
9 be construed to limit Class Counsel's ability to discuss the Settlement with Class
10 Members, persons who self-identify as being employed in Class Members, or the
11 heirs or estates of deceased Class Members. Nothing in this Agreement shall
12 preclude Plaintiff's Counsel from referencing this settlement in Court filings seeking
13 preliminary or final approval of a class action settlement, or for the recovery of
14 attorney's fees.

15 **85. Cy Pres.** Pursuant to California Civil Procedure Code § 384, the
16 Parties agree to designate as the *cy pres* Children's Law Center of California, a
17 nonprofit organization providing civil legal services to the indigent, as the *cy prese*
18 recipient of the uncashed check residue. By their signatures hereon, the Parties and
19 their counsel represent that they are not on the board of or involved in any way with
20 the management or governance of the Children's Law Center of California.

21 **86. Extensions of Time.** If either Party cannot reasonably comply
22 with an obligation under this Agreement by the deadline set forth herein applicable
23 to that obligation, that Party may apply to the Court for a reasonable extension of
24 time to fulfill that obligation. Consent to such a request for an extension will not be
25 unreasonably withheld by the other Party.

26 **87. No Impact on Benefit Plans.** Neither the Settlement nor any
27 amounts paid under the Settlement will modify any previously credited hours or
28 service under any employee benefit plan, policy, or bonus program sponsored by

1 Defendant. Such amounts will not form the basis for additional contributions to,
2 benefits under, or any other monetary entitlement under Defendant sponsored
3 benefit plans, policies, or bonus programs. The payments made under the terms of
4 this Agreement shall not be applied retroactively, currently, or on a going forward
5 basis, as salary, earnings, wages, or any other form of compensation for the purposes
6 of any of Defendant's benefit plan(s), policy(ies), or bonus program(s). Defendant
7 retains the right to modify the language of its benefit plans, policies and bonus
8 programs to effect this intent, and to make clear that any amounts paid pursuant to
9 this Settlement are not for "hours worked," "hours paid," "hours of service," or any
10 similar measuring term as defined by applicable plans, policies and bonus programs
11 for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that
12 additional contributions or benefits are not required by this Agreement.

13 **88. Mutual Full Cooperation.** The Parties agree to fully cooperate
14 with each other to accomplish the terms of this Settlement, including but not limited
15 to, executing such documents and taking such other action as may reasonably be
16 necessary to implement the terms of this Settlement Agreement. The Parties to this
17 Settlement Agreement shall use their best efforts, including all efforts contemplated
18 by this Settlement Agreement and any other efforts that may become necessary by
19 order of the Court or otherwise to effectuate this Settlement Agreement and the terms
20 set forth herein. As soon as practicable after execution of this Settlement Agreement,
21 Class Counsel shall, with the assistance and cooperation of Defendant and its
22 counsel, take all necessary steps to secure the Court's preliminary and Final
23 Approval of this Settlement Agreement.

24 **89. Curing Provision Held Invalid.** If any provision of this
25 Agreement or the application thereof is held invalid, the Parties shall, consistent with
26 the Mutual Full Cooperation provision above, meet and confer in an attempt to
27 modify the Settlement so that such invalidation shall not affect other provisions or
28 applications of this Agreement.

1 **90. Settlement Class Member Signatories.** It is agreed that
2 because the members of the Settlement Class are so numerous, it is impossible or
3 impractical to have each member of the Settlement Class execute this Agreement.
4 The Notice of Settlement will advise all Settlement Class Members of the binding
5 nature of the release, and such shall have the same force and effect as if this
6 Settlement Agreement were executed by each member of the Settlement Class.

7 **91. Exhibits.** The terms of this Settlement include the terms set forth
8 in any attached Exhibit, which are incorporated by this reference as though fully set
9 forth herein. Any Exhibits to this Settlement are an integral part of the Settlement.

10 **92. Headings.** The descriptive headings of any paragraphs or
11 sections of this Settlement are inserted for convenience of reference only and do not
12 constitute a part of this Settlement.

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

18 **94. Binding on Successors and Assigns.** This Settlement will be
19 binding upon, and inure to the benefit of, the successors or assigns of the Parties
20 hereto, as previously defined. The Parties hereto represent, covenant, and warrant
21 that they have not directly or indirectly, assigned, transferred, encumbered, or
22 purported to assign, transfer, or encumber to any person or entity any portion of any
23 liability, claim, demand, action, cause of action or rights herein released and
24 discharged except as set forth herein.

25 **95. California Law Governs.** All terms of this Settlement and the
26 Exhibits hereto will be governed by and interpreted according to the laws of the State
27 of California, without regard to principles of conflict of laws.

28 **96. Jurisdiction of the Court.** The Parties agree that the Court will

1 retain jurisdiction with respect to the interpretation, implementation, and
2 enforcement of the terms of this Settlement and all orders and judgments entered in
3 connection therewith, and the Parties and their counsel submit to the jurisdiction of
4 the Court for purposes of interpreting, implementing, and enforcing this Settlement
5 and all orders and judgments entered in connection therewith.

6 **97. Invalidity of Any Provision.** Before declaring any provision of
7 this Settlement invalid, the Court will first attempt to construe the provisions valid
8 to the fullest extent possible consistent with applicable precedents so as to define all
9 provisions of this Settlement valid and enforceable.

10 **98. Waiver of Certain Appeals.** The Parties, their respective
11 counsel, and all Participating Class Members who did not object to the Settlement
12 as provided in this Agreement, acknowledge and agree that this Agreement and any
13 materials submitted to the Court in furtherance of this Agreement may be used to
14 oppose any appeal and/or challenge to the Settlement after Final Approval.

15 **99. Notices.** Unless otherwise specifically provided, all notices,
16 demands, or other communications in connection with this Settlement shall be in
17 writing and shall be deemed to have been duly given as of the third business day
18 after e-mailing and mailing by United States registered or certified mail, return
19 receipt requested, addressed as follows:

20 To Plaintiff:

21 Darren M. Cohen
22 KINGSLEY & KINGSLEY, APC
23 16133 Ventura Blvd., Suite 1200
24 Encino, CA 91436
25 Telephone: 818.990.8300
26 Facsimile: 818.990.2903
27 Email: dcohen@kingsleykingsley.com

To Defendants:

Krista Stevenson Johnson
SHEPPARD MULLIN RICHTER &
HAMPTON, LLP
Four Embarcadero Center, 17th Floor
San Francisco, California 94111-4109
Telephone: 415.434.9100
Facsimile: 415.434.3947
Email: ksjohnson@sheppardmullin.com

28 ///

1 If the identity of the person(s) to be notified for any party changes, or their
2 email address changes, that party shall notify all other parties of said change in
3 writing.

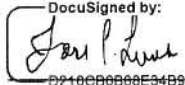
4 **100. Construction of Settlement.** The Parties agree that the terms
5 and conditions of this Settlement are the result of lengthy, intensive, arms-length
6 negotiations between the Parties and that this Settlement will not be construed in
7 favor of or against any of the Parties by reason of their participation in the drafting
8 of this Settlement.

9 **101. Counterparts.** This Settlement will become effective upon its
10 execution by all of the undersigned. This Settlement may be executed and delivered
11 in two or more counterparts, each of which, when so executed and delivered, shall
12 be an original, and may be so delivered in person, by mail, by email, or by facsimile.
13 Transmissions of signed counterparts by counsel from one party to the other shall be
14 interpreted as verification by the transmitting counsel that the signature is genuine
15 and that the party signing has authorized and reviewed the agreement.

16 **102. Authority.** The signatories hereby represent that they are fully
17 authorized to enter into this Settlement Agreement and to bind the Parties hereto to
18 the terms and conditions hereof.


1 BY THEIR SIGNATURES BELOW, EACH OF THE UNDERSIGNED
2 REPRESENTS THAT THEY HAVE READ THE FOREGOING AND FULLY
3 UNDERSTAND AND AGREE TO EACH AND ALL OF THE TERMS AND
4 CONDITIONS SET FORTH HEREIN:
5

6 Dated: March 8, 2024

DocuSigned by:

JOSE LUNA, an individual

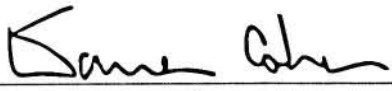
NEW HAMPSHIRE BALL BEARINGS,
INC.

7
8
9
10
11
12 Dated: 3/7/2024


By: Richard Bardellini
Its: Executive Vice President

13
14
15
16 **Counsel for Plaintiff**

17 Dated: March 8, 2024

By: 
DARREN M. COHEN
Kingsley & Kingsley, APC

18
19
20
21 **Counsel for Defendants**

22 Dated: 3/5/2024


By: 
KRISTA STEVENSON JOHNSON
Sheppard Mullin Richter & Hampton LLP

EXHIBIT 1

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA

You are receiving this Notice because a proposed class action and California Labor Code Private Attorneys General Act settlement (the “Settlement”) has been reached in the matter of *Jose Luna v. New Hampshire Ball Bearings, Inc.*, U.S. District Court for the Central District of California, Case No. 2:18-cv-10755-AB-JC. You may be entitled to benefits as a Settlement Class Member and/or PAGA Member if the Court approves the Settlement described in this Notice.

THIS NOTICE AFFECTS YOUR LEGAL RIGHTS. PLEASE READ IT CAREFULLY.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	<p>If you want to participate and receive your share of the money from the Settlement, you do not need to do anything.</p> <p>Your estimated Individual Settlement Share is: \$<< _ >>.</p> <p>Your estimated share of the PAGA Amount is: \$<< _ >>.</p> <p>After final approval by the Court, the payment will be mailed to you at the same address as this Class Notice and you will be releasing certain claims. If your address has changed, please notify the Settlement Administrator as explained below.</p>
Exclude Yourself/Opt Out	<p>To exclude yourself, you must send a letter to the Settlement Administrator as provided below on or before << [redacted] >>. If you request exclusion, you will receive no money from the Settlement, but you <u>will</u> receive a PAGA Settlement Payment if you are eligible. Instructions are set forth below.</p>
Object	<p>Write to the Court about why you do not like the settlement. Directions are provided below. Written objections must be submitted by << [redacted] >>.</p>

1. Why did I get this Notice?

You have received this Class Notice because you have been identified as a member of the Settlement Class and/or a PAGA Member, which are defined as follows:

Settlement Class. All individuals who have been employed by New Hampshire Ball Bearings, Inc. as non-exempt, hourly employees from November 13, 2014 to December 31, 2022 (the “Settlement Class Period”).

PAGA Members. All individuals who have been employed by New Hampshire Ball Bearings, Inc. as non-exempt, hourly employees from November 6, 2017 to December 31, 2022 (the “PAGA Settlement Period”).

This Class Notice explains the lawsuit, the Settlement, and your legal rights.

2. What is the Action about?

On November 13, 2018, Plaintiff Jose L. Luna (“Plaintiff”) filed a complaint against Defendant New Hampshire Ball Bearings, Inc. (“Defendant” or “NHBB”) in the Superior Court of the State of California, County of Los Angeles, Case No. 18STCV04653 (the “Action”). On December 28, 2018, Defendant removed the Action to the United States District Court, for the Central District of California, Case No. 2:18-cv-10755-AB-JC. Plaintiff later filed five amended complaints in the District Court.¹

¹ On or about January 21, 2020, Timothy Twyman filed a putative class action complaint against Defendant in the California Superior Court, County of Los Angeles (the “Twyman Action”) on behalf of himself and all other purportedly similarly situated non-exempt, hourly employees. The Twyman Action was removed to federal court, was deemed related to this Action, and was stayed.

In the Action, Plaintiff seeks to represent the Settlement Class Members and PAGA Members for claims that Defendant failed to pay the Class Members for all wages due, including, overtime wages, minimum wages, failed to provide compliant meal periods, failed to authorize and permit compliant rest periods or premium payments for non-compliant meal or rest periods, failed to provide complete and accurate wage statements, and failed to timely pay wages owed during employment and/or at the time of separation of employment. The Action seeks to recover wages, statutory penalties, damages, restitution and interest on the foregoing claims. The Action seeks to include all hourly non-exempt employees of NHBB at its facility in Chatsworth, California from November 13, 2014 to December 31, 2022. It also seeks civil penalties under the California Labor Code Private Attorney General Act (“PAGA”) with respect to the alleged violations of the California Labor Code for all non-exempt, hourly employees of NHBB at its facility in Chatsworth, California from November 6, 2017 to December 31, 2022.

Defendant has denied and continues to deny all allegations in the Action, and contends that at all times it has complied with the law. No court has determined the merits of Plaintiff’s claims or its allegations against Defendant or whether a class should be certified, other than for settlement purposes only.

The Court granted preliminary approval of the Settlement on << [REDACTED] >>. At that time, the Court also preliminarily approved Plaintiff to serve as the Class Representative and Darren M. Cohen, Esq. of Kingsley & Kingsley, APC to serve as Class Counsel.

3. What are the terms of the Settlement?

Settlement Payment and Administration.

The Gross Settlement Fund amount is \$1,950,000.00, from which certain payments will be made that the Court has tentatively approved as follows: (1) payment up to \$11,500.00 for the expense of administering the Settlement, (2) Class Counsel Attorney’s Fees up to \$682,500.00 (35% of the Gross Settlement Fund), plus up to \$25,000.00 for litigation expenses, (3) payment of up to \$15,000.00 for Plaintiff as Class Representative for filing the Action, working with Class Counsel, and representing the Class, and (4) payment up to \$100,000.00 for PAGA penalties, allocated 75% to California Labor and Workforce Agency and 25% in individual PAGA Payments to the PAGA Members based on their number of pay periods during the PAGA Period.

Defendant will deposit \$1,950,000.00 (“Gross Settlement Fund”) into a Qualified Settlement Fund maintained by the Settlement Administrator within twenty (20) business days of the Effective Date (“Funding Date”). After the above payments are subtracted from the Gross Settlement Fund, the remaining amount (the “Net Settlement Fund” or “NSF”) will be used to make settlement payments (“Individual Settlement Payment”) to each Settlement Class Member who does not submit a timely request for exclusion from the Settlement using the procedure described below. The NSF is estimated to be <<\$ [REDACTED] >>.

Calculation of Individual Settlement Payments.

The Settlement Administrator shall calculate from Defendant’s records the number of Workweeks worked by a Class Member for Defendant during the Settlement Class Period, with a Workweek defined as any week in which a Settlement Class Member worked any hours for Defendant in the Settlement Class Period. Each Settlement Class Member’s final Individual Settlement Share for purposes of payment will be calculated by multiplying the NSF by a fraction, the numerator of which is the Settlement Class Member’s total number of Workweeks, and the denominator of which is the total number of Workweeks of all Settlement Class Members.

Each Individual Settlement Payment will be reduced by any legally mandated employer and employee tax withholdings (e.g., employee payroll taxes, etc.). Individual Settlement Payments for the Settlement Class Members who submit valid and timely requests for exclusion will be redistributed to the participating Settlement Class Members on a pro rata basis based on their respective payment ratios.

Settlement Class Members who do not submit a request for exclusion from the Settlement as provided for below will be entitled to receive an Individual Settlement Payment. Within seven (7) calendar days after Defendant funds the Gross Settlement Fund, the Settlement Administrator will mail checks for the Individual Settlement Payments to each Settlement Class Member who has not submitted a timely request for exclusion. **If you do nothing, you will be deemed a**

participating Settlement Class Member, a settlement check will automatically be mailed to you, and you will release all claims you may have related to the allegations in the Action, as described below. No amount of the Gross Settlement Fund will revert to the Defendant for any reason.

Calculation of the PAGA Payments to PAGA Settlement Members. For purposes of distributing the PAGA Settlement Payment to the PAGA Members, the Settlement Administrator shall calculate from Defendant’s records the number of pay periods worked by all PAGA Members during the PAGA Period. A pay period for purposes of the Employee Payment of the PAGA amount shall mean any Defendant pay period during the PAGA Period in which a PAGA Member was paid wages for hours worked. The Settlement Administrator shall calculate each PAGA Settlement Member’s PAGA Payment by multiplying the PAGA Settlement Member Share by a fraction, the numerator of which is the PAGA Member’s total number of pay periods, and the denominator of which is the total number of pay periods of all PAGA Members in the PAGA Period.

Tax Matters. For the purpose of calculating applicable taxes, Individual Settlement Payments shall be allocated and treated as follows: ten percent (10%) as wages subject to wage withholdings which shall be reported on IRS Form W-2 and ninety percent (90%) for penalties, statutory and other non-wage damages, and for interest allegedly due to employees which is not subject to wage withholdings and shall be reported on IRS Form 1099. Settlement Class Members may wish to consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

A. Class Action Release. As of the Effective Date, and upon payment of the Gross Settlement Fund, and except as to such rights or claims as may be created by this Agreement, each and every Settlement Class Member, on behalf of themselves and their heirs and assigns, unless he or she has properly elected to opt out of the class, hereby releases Released Parties from the following claims (“Released Claims”) for the entire Class Period. The Released Claims include, without limitation, and from any and all allegations, claims, debts, rights, demands, charges, complaints, actions, causes of action, guarantees, costs, expenses, attorneys’ fees, economic damages, non-economic damages, restitution, civil penalties, statutory penalties, liquidated damages, punitive damages, interest, obligations, liabilities, or other monies and remedies, of any and every kind, contingent or accrued, based on the factual allegations in the Complaint, First Amended Complaint, Second Amended Complaint, Third Amended Complaint, Fourth Amended Complaint, or Fifth Amended Complaint or the PAGA Letter for failure to pay or underpaid wages and/or premium pay of any type, off-the-clock work, time subject to employer’s control, failure to maintain accurate records, failure to provide or pay for missed or non-compliant rest or meal breaks, failure to furnish accurate itemized wage statements, failure to timely pay wages, violation of the California Unfair Competition Law (“UCL”), violation of the California Industrial Welfare Commission wage orders, and/or civil penalties, based in whole or in part on any direct or imputed violation of any federal or state, local or administrative constitution, charter, law, rule, regulation or ordinance from November 13, 2014 to December 31, 2022.

B. PAGA Release. As of the Effective Date, and upon payment of the Gross Settlement Fund, Named Plaintiff, as a representative of the State of California and on behalf of the LWDA and the PAGA Settlement Members, fully and finally release the Released Parties from any and all claims and causes of action, contingent or accrued, based on the factual allegations in the Complaint, First Amended Complaint, Second Amended Complaint, Third Amended Complaint, Fourth Amended Complaint, or Fifth Amended Complaint or the PAGA Letter including, without limitation, for civil penalties under the Private Attorneys General Act of 2004 Cal. Labor Code § 2698, *et seq.* based upon the facts alleged: failure to pay minimum wages; failure to pay straight time compensation, overtime or double-time compensation (to include failure to correctly calculate and pay based on the regular rate of compensation), failure to maintain accurate records, failure to provide meal breaks or pay for missed or non-compliant meal breaks, failure to authorize and permit or pay for missed or non-compliant rest breaks, failure to furnish accurate itemized wage statements, and failure to timely pay wages, including final wages, that occurred from November 6, 2017 to December 31, 2022.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order and judgment at or following a final approval hearing on the Settlement and Defendant funding the Gross Settlement Fund.

4. How much will my payment be?

A. Individual Settlement Payment

Defendant's records reflect that you have << ____ >> Workweeks during the Settlement Class Period. Consequently, your estimated Individual Settlement Payment is <<\$ _____ >>.

B. PAGA Payment

Defendant's records reflect that you have << ____ >> Pay Periods during the PAGA Period. Consequently, your estimated PAGA Payment as a share of the PAGA Allocation is <<\$ _____ >>.

If you wish to dispute the number of workweeks reported above, then you must submit a dated and signed letter including: (a) your full name, current mailing address, telephone number, signature, and last four digits of the Social Security number; (b) a statement indicating that you seek to dispute the number of Workweeks credited to you during the Settlement Class Period, and the number of Workweeks that you contend should be credited to you; and (c) documentation and/or other facts supporting your position. You must submit any dispute to the Settlement Administrator at the address provided in this Class Notice no later than forty-five (45) calendar days after the postmark date of this Class Notice.

5. How can I get a payment?

To receive a payment under this Settlement, you **do not have to do anything** unless your address has changed. A check for your Settlement Share will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: _____, _____, (800) _____.

The Court will hold a hearing on (date) to decide whether to approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, settlement payments will be mailed to you within seven (7) calendar days after the Court approves the Settlement and the Defendant funds the Settlement. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient.

6. What if I don't want to be a part of the Settlement?

Any Settlement Class Member who timely and properly requests to be excluded or opt-out as a Settlement Class Member will not be entitled to an Individual Settlement Payment and will not be otherwise bound by the terms of the Settlement, including the Class Action Release, or have any right to object, appeal or comment thereon. However, any Settlement Class Member who submits a timely request for exclusion and who is also an PAGA Member will receive their share of the PAGA Payment and will be bound by the PAGA Release as set forth herein.

To opt-out of the Settlement Class, you must submit a written request to the Settlement Administrator that states in the same or substantially similar language: "I elect to opt-out of the *Luna v. New Hampshire Ball Bearings, Inc.* class action settlement. I understand that by doing so, I will not participate in the settlement or receive any funds associated with the settlement." This request for exclusion or opt-out must be (a) signed and dated; (b) state the Settlement Class Member's name, address, Social Security Number, and telephone number; (c) include the case name and number of the Action; and (d) be postmarked no later than <<45 days after mailing>>. Written requests for exclusion that are postmarked after <<45 days after mailing>>, or otherwise fail to meet the requirements set forth in this paragraph, will be rejected, and those Settlement Class Members will remain bound by the Settlement and the release described above. A Settlement Class Member who properly and timely submits a request for exclusion or opt-out will not be bound by the Class Action Release and will not receive an Individual Settlement Share but will, however, receive their share of the PAGA Payment and be bound by the PAGA Release.

7. Can I object to the Settlement?

Any Settlement Class Member who has not opted out may object to the proposed Settlement. You cannot ask the Court to order a different settlement; the Court can only approve or reject the Settlement. Objections must be in writing, must be signed and dated, and must include: (a) the full name of the Class Member; (b) the dates of employment of the Class Members; (c) the job title(s) and job location(s) of the Class Member; (d) the last four digits of the Class Members' Social Security number and/or the Employee ID number; (e) the basis for the objection; (f) a statement indicating whether the objecting Class Member is represented by counsel and identifying any such counsel; and (g) if the Class Member intends to appear at the hearing on the Motion for Final Approval. The objections must be submitted to the Settlement Administrator at the below addresses on or before _____. All written objections or other correspondence must also state

the name and number of the case, which is *Luna v. New Hampshire Ball Bearings, Inc.*, United States District Court for the Central District of California, Case Number 12:18-cv-10755-AB-JC. If the Court approves the Settlement, you will be bound by the terms of the Settlement. Any Settlement Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise. Settlement Class Members who have submitted a timely objection may appear in person or through their own attorney at their expense, at the final approval hearing to have their objections heard by the Court.

The address for the Settlement Administrator is

New Hampshire Ball Bearings, Inc. - Settlement Administrator

c/o _____

Phone: _____

The addresses for Parties' counsel are as follows:

Class Counsel:

Darren M. Cohen, Esq.
KINGSLEY & KINGSLEY, APC
16133 Ventura Blvd., Suite 1200
Encino, CA 91436
Tel: 818-990-8300 / Fax: 818-990-2903
Email: dcohen@kingsleykingsley.com

Counsel for Defendants

Krista Stevenson Johnson
SHEPPARD MULLIN RICHTER &
HAMPTON, LLP
Four Embarcadero Center, 17th Floor
San Francisco, California 94111-4109
Tel: 415.434.9100 / Fax: 415.434.3947
Email: ksjohnson@sheppardmullin.com

8. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at **00:00 AM/PM on _____**, at the United States District Court for the Central District of California, Courtroom 7B, located at 350 West First Street, Los Angeles, California 90012. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will hear and consider them. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Settlement Class Member is welcome to attend the hearing.

9. How do I get more information?

You may call the Settlement Administrator at **(800) _____** or write to *New Hampshire Ball Bearings, Inc.* - Settlement Administrator, **c/o _____**.

You may receive a copy of the Settlement Stipulation, the Preliminary Approval Notice, the Final Judgment or other settlement documents by writing to the Settlement Administrator. You may also get more details by examining the documents on the Court Docket at _____.

This notice summarizes the proposed settlement. For the precise terms of the settlement, please see the Settlement Stipulation available at www._____.com, by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by contacting the Claims Administrator.

PLEASE DO NOT CALL THE COURT ABOUT THIS CLASS NOTICE.

IMPORTANT:

- You must keep the Settlement Administrator aware of any change of address to ensure receipt of any settlement payment(s).

- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall direct such unclaimed funds to the *cy pres* recipient the Children's Law Center of California. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT 2

1 **KINGSLEY & KINGSLEY, APC**
2 DARREN M. COHEN, ESQ. SBN-221938
3 dcohen@kingsleykingsley.com
4 16133 VENTURA BLVD., SUITE 1200
5 ENCINO, CA 91436
6 (818) 990-8300; FAX (818) 990-2903

7 Attorneys for Plaintiff and the Proposed Class

8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**

10 JOSE L. LUNA, an individual, on
11 behalf of himself and others similarly
12 situated,

13 Plaintiff,

14 vs.

15 NEW HAMSPHIRE BALL
16 BEARINGS, INC.; and DOES 1 to 50,
17 inclusive,

18 Defendants.

Case No.: 2:18-cv-10755-AB-JC

Assigned for All Purposes to:
Hon. André Birotte Jr.

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S UNOPPOSED
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT, APPROVAL OF
CLASS NOTICE, AND SETTING
FINAL APPROVAL HEARING**

*[Filed concurrently with Notice of
Motion; Memorandum; Declaration of
Darren M. Cohen]*

Hearing: April 12, 2024
Time: 10:00 a.m.
Dept.: Courtroom 7B

Complaint Filed: November 13, 2018
Fifth Amended Complaint Filed: January
26, 2024

1 **ORDER**

2 This matter has come before the Court on the unopposed motion by Plaintiff
3 Jose L. Luna (“Plaintiff”), on behalf of himself and the similarly situated employees
4 of Defendant New Hampshire Ball Bearings, Inc. (“Defendant”) (together, the
5 “Parties”), for Preliminary Approval of the Parties’ First Amended Joint Stipulation
6 of Settlement Between Plaintiff and Defendant (“Settlement” or “Settlement
7 Agreement”) of this class action pursuant to Rule 23(e) of the Federal Rules of Civil
8 Procedure.

9 Plaintiff, without opposition by Defendant, seek an Order (1) conditionally
10 certifying the class claims for settlement purposes only under the Federal Rules of
11 Civil Procedure, Rule 23 (e.g., “Rule 23”); (2) preliminarily approving the Parties’
12 Settlement; (3) appointing Plaintiff as the representative of, and Class Counsel as
13 counsel for, the Class Members; (4) approving the form of the Parties’ proposed
14 Class Notice; and (5) scheduling a hearing on the final approval of the Settlement.

15 The Court’s scrutiny of the proposed settlement is as rigorous at the
16 preliminary approval stage as at the final approval stage. *See Cotter v. Lyft, Inc.*,
17 193 F. Supp. 3d 1030, 1036-37 (N.D. Cal. 2016). Having considered the papers
18 filed in support of the motion, the arguments of Counsel, and the law, the Court now
19 enters this Preliminary Approval Order and FINDS, CONCLUDES, and ORDERS
20 as follows:

21 1. All initial-capped terms contained herein shall have the same
22 definitions as set forth the Settlement Agreement, which is attached as Exhibit A to
23 the Declaration of Plaintiff’s Counsel, Darren M. Cohen, filed in support of the
24 unopposed Motion for Preliminary Approval.

25 2. The Court hereby conditionally certifies the Class Claims and
26 conditionally finds that, solely for the purposes of approving this Settlement and for
27 no other purpose and with no other effect on this litigation, the Class Claims meet
28 the requirements for certification under Rule 23(a) and (e). Accordingly, for

1 purposes of approving this Settlement under Rules 23(a) and 23(b)(3), the Court
2 finds: (a) the Class Members are ascertainable and so numerous that joinder of all
3 members is impracticable; (b) there are questions of law or fact common to the
4 Class Claims; (c) certain claims of Plaintiff are typical of the claims of Class
5 Members; (d) Plaintiff and Class Counsel will fairly and adequately protect the
6 interests of the Class Members; and (e) a class action is superior to the other
7 available methods for an efficient resolution of this controversy in the context of
8 settlement.

9 3. The Court therefore conditionally certifies, for settlement purposes only
10 and pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure,
11 the following subclass and class claims:

12 Class or Class Members: “All individuals who have been employed by
13 Defendant New Hampshire Ball Bearings, Inc. as non-exempt, hourly employees
14 from November 13, 2014 to December 31, 2022.”

15 4. The Court further recognizes the following group of aggrieved
16 employees, on whose behalf Plaintiff has brought claims under the California
17 Private Attorneys General Act (“PAGA”), California Labor Code § 2699, *et seq.*

18 PAGA Class or PAGA Members: “All individuals who have been employed
19 by Defendant New Hampshire Ball Bearings, Inc. as non-exempt, hourly employees
20 from November 6, 2017 to December 31, 2022.”

21 4. Considering the factors set forth in *Hanlon v. Chrysler Corp.*, 150 F.3d
22 1011, 1026 (9th Cir. 1998), the Court further finds that, for purposes of preliminary
23 approval, and considering: the strength of the allegations set forth in Plaintiff’s Fifth
24 Amended Complaint; the strength of Defendant’s defenses to those claims; the risk,
25 expense, complexity, and likely duration of further litigation; the risk of obtaining
26 and/or maintaining class action status throughout the litigation; the extent of
27 discovery completed and the stage of the proceedings; the experience and views of
28 Counsel; the presence and/or absence of a governmental participant; and the amount

1 offered in settlement of the claims, the proposed Settlement Agreement is fair on its
2 face. The Court therefore finds on a preliminary basis that the proposed terms of the
3 Settlement Agreement set forth in Exhibit A to the Declaration of Darren M. Cohen
4 are reasonable and grants preliminary approval of the proposed Settlement.

5 5. The Court also finds, on a preliminary basis, that the Settlement is fair
6 and reasonable to the Class Members when balanced against the probable outcome
7 of further litigation relating to class action certification, liability, and damages
8 issues, and potential appeals of rulings. The Court further finds that significant
9 investigation, research, litigation, and formal and informal discovery have been
10 conducted such that Counsel for the Parties are able to reasonably evaluate their
11 respective positions. The Court further finds that settlement at this time will avoid
12 substantial costs, delay, and risks that would be presented by the further prosecution
13 of the litigation.

14 6. Based on a review of the papers submitted by the Parties, the Court
15 finds that the Settlement Agreement is the result of arms-length negotiations
16 conducted after Class Counsel had adequately investigated the claims and become
17 familiar with the strengths and weaknesses of the claims. The assistance of two (2)
18 experienced mediators in the settlement process supports the Court's conclusion that
19 the proposed settlement is non-collusive. The Court finds on a preliminary basis
20 that the Settlement is within the range of reasonableness of a settlement that could
21 ultimately be given final approval by this Court, and hereby grants preliminary
22 approval of the Settlement.

23 7. The Court conditionally appoints Plaintiff Jose L. Luna to represent the
24 Class Members for settlement purposes only.

25 8. The Court conditionally appoints Darren M. Cohen, Esq. of Kingsley &
26 Kingsley, APC as counsel for the Class Members for settlement purposes only.

27 9. The Court appoints Apex Class Action LLC as the claims administrator
28 and preliminarily approves the allocated claims administration expenses. The

1 claims administrator will prepare final versions of the Class Notice, incorporating
2 into it the relevant dates and deadlines set forth in this Order and the Settlement
3 Agreement, and will carry out the notice procedures set forth in the Settlement
4 Agreement.

5 10. The Court concludes that the Class Notice (Exhibit 1 to the Settlement
6 Agreement) for the Class Members, as well as the procedure set forth in the
7 Settlement Agreement for providing notice to the Class Members, will provide the
8 best notice practicable under the facts and circumstances of this case. There is no
9 alternative method of notice that would be more practical or more likely to notify
10 Class Members of the terms of the Settlement. The Class Notice fairly, plainly,
11 accurately, and reasonably informs Class Members of: (a) the nature of the Action,
12 the definition of the Class Members, the identity of Class Counsel, and the essential
13 terms of the Settlement Agreement, including the plan of allocation; (b) Plaintiff's
14 and Class Counsel's applications for the Plaintiff's Enhancement Award and Class
15 Counsel's request for attorney's fees and litigation costs; (c) how to participate in
16 and receive proceeds under the Settlement; (d) how to object to or request exclusion
17 from the Settlement; and (e) how to obtain additional information regarding the
18 Action and the Settlement. The Court thus finds that the notice requirements for
19 class actions are satisfied.

20 11. In the event that the Effective Date occurs: all Settlement Class
21 Members will be deemed to have forever released and discharged the Settlement
22 Class Members' Released Claims. The Court approves the definition of Settlement
23 Classes' Released Claims as articulated in the Settlement Agreement.

24 12. Any Class Member who intends to object to final approval of the
25 Settlement or Class Counsel's Motion for Fees and Costs must submit an objection
26 to the claims administrator within sixty (60) calendar days following the mailing of
27 the Class Notice and in the form and manner set forth in the Settlement Agreement.
28 The claims administrator will provide any objections to Counsel for the Parties, who

1 will lodge them with the Court. If a Class Member opts out after filing an objection,
2 then his/her objection will be moot. However, Settlement Class Members who file
3 an objection may be heard at the Final Approval Hearing, either personally or
4 through their counsel.

5 13. The Parties and Settlement Administrator are ordered to provide notice
6 of the settlement according to the terms of the Settlement Agreement and in
7 conformity with this Order, including:

- 8 a) No more than thirty (30) calendar days after entry of the Preliminary
9 Approval Order, Defendant shall provide the claims administrator
10 with the Class Information for purposes of sending the Class Notice
11 to the Class Members.
- 12 b) No more than fourteen (14) calendar days after receiving the Class
13 Information from Defendant, the claims administrator shall send the
14 Class Notice to the Class Members via U.S. Mail.
- 15 c) The Class Notice will inform California Class Members that unless
16 they file a request to be excluded from the Settlement within sixty
17 (60) days after the mailing of the Class Notice: they will become
18 Settlement Class Members; they will receive Individual Settlement
19 Payments under the Agreement; and they will be bound by the
20 release of Settlement Class Members' Released Claims.
- 21 d) The Class Notice will inform Class Members of their right to request
22 exclusion from the Settlement and the procedure for doing so.
- 23 e) The Class Notice will inform Class Members of their right to object
24 to the Settlement and the procedure for doing so.
- 25 f) The Class Notice shall include a statement as to the number of
26 workweeks attributable to each Class Member, as well as
27 explanation for how the workweeks will be used to calculate the
28 Individual Settlement Payments.

- 1 g) If any Class Notice mailed to any Class Member is returned, the
2 claims administrator shall make a good-faith attempt to obtain the
3 most-current names and postal mail addresses for those individuals,
4 including cross-checking the names and/or postal mail addresses it
5 received from Defendant with other appropriate databases (e.g., the
6 National Change of Address Database) and performing further
7 reasonable searches (e.g., through Lexis/Nexis) for more-current
8 names and/or postal mail addresses for those individuals. All Class
9 Members' names and postal mail addresses obtained through these
10 sources shall be protected as confidential and not used for purposes
11 other than the notice and administration of this Settlement. The
12 address determined by the claims administrator as the current
13 mailing address shall be presumed to be the best mailing address for
14 each Class Members. The Settlement Administrator shall promptly
15 re-mail the Class Notice to any Class Member whose original notice
16 was returned because of a wrong address.
- 17 h) If any Class Notice is returned to the Settlement Administrator with
18 a forwarding address, the Settlement Administrator shall forward the
19 postal mailing to that address.
- 20 i) In the event that any Class Notice is returned as undeliverable a
21 second time, no further postal mailing shall be required. The claims
22 administrator shall maintain a log detailing the instances Class
23 Notices are returned as undeliverable, re-mailed, and when
24 applicable, returned again. Those Class Members who receive a re-
25 mailed Class Notice, whether by skip-trace or by request, will have
26 between the later of (a) an additional fifteen (15) calendar days from
27 the date of the re-mailed Class Notice or (b) the Response Deadline
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1 to fax or postmark a Request for Exclusion, or file and serve an
2 objection to the Settlement.

3 14. Plaintiff has provided notice of the settlement to the California Labor
4 and Workforce Development Agency, satisfying the requirements of PAGA.

5 15. All proceedings and all litigation of the Action, other than those
6 pertaining to the administration of the Settlement, are stayed pending the Final
7 Approval Hearing.

8 16. Plaintiff and Class Members are prohibited from prosecuting any
9 claims against Defendant or the Released Parties pending the Final Approval
10 Hearing.

11 17. The preliminary approval of the Settlement, certification of the Class
12 Members and the Class Claims, and all actions associated with them, are undertaken
13 on the condition that they shall be vacated if the Settlement Agreement is terminated
14 or disapproved in whole or in part by the Court, or any appellate court and/or other
15 court of review in which event the Settlement Agreement and the fact that it was
16 entered into shall not be offered, received, or construed as an admission or as
17 evidence for any purpose, including but not limited to an admission by any Party of
18 liability or non-liability or of the certifiability of a litigation class or the
19 appropriateness of maintaining a representative action.

20 18. The Court will conduct a Final Approval Hearing on September 27,
21 2024, at 10:00 a.m., where it will make a determination on: (i) whether the proposed
22 Settlement is fair, reasonable, and adequate and should be finally approved by the
23 Court; (ii) the amount of attorney's fees and costs that should be awarded to Class
24 Counsel; and (iii) the amount of the Enhancement Award that the Plaintiff should
25 receive. The Court reserves the right to adjust the date of the Final Approval
26 Hearing and related deadlines without further notice to the Class Members.

27 19. Plaintiff's Motion for Final Approval of the Settlement, and Class
28 Counsel's Motion for Attorney's Fees and Costs, will also be filed and heard on or

1 before the final approval hearing, and the Parties and the claims administrator will
2 comply with the following schedule for the settlement administration and final
3 approval process:

Due Date	Activity
May 13, 2024	Defendant provides the Class Information for the Class Members to Apex Class Action LLC (30 days from the entry of the Preliminary Approval Order) (proposed dates based on Order Granting Preliminary Approval being entered on April 12, 2024)
May 27, 2024	Apex Class Action LLC to mail Class Notice to the Class Members. (No later than 44 days from Preliminary Approval)
July 26, 2024	Last day for Class Members to Object to the Settlement (60 days from Initial Mailing of Class Notice)
July 26, 2024	Last day for Class Members to submit a Request for Exclusion (60 Days from Initial Mailing of Class Notice)
August 26, 2024	Deadline for Class Counsel to File Motion for Final Approval of the Settlement, Attorney's Fees and Costs, and Class Representative Enhancement Award, and Declaration from Administrator (90 days from Initial Mailing of Class Notice)
September 27, 2024	Proposed Date for Final Approval Hearing (10:00 a.m.)

23 20. In the event the Settlement is not finally approved, or otherwise does
24 not become effective in accordance with the terms of the Settlement Agreement, this
25 Order shall be rendered null and void and shall be vacated, and the Parties shall
26 revert to their respective positions as of before entering into the Settlement
27 Agreement. The Court's findings are for purposes of certifying a settlement class
28 and to settle the matter and will not have any claim or issue preclusion or estoppel

1 effect in any other action against Defendant, or in this action if the Settlement is not
2 finally approved.

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IT IS SO ORDERED.

Dated: _____, 2024 _____

Hon. André Birotte Jr.
United States District Judge