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

PAUL ANTHONY ENRIQUEZ, on behalf of
himself, all other Aggrieved Employees, the
State of California, and the general public,

Plaintiff,

vs.

CIRCOR AEROSPACE, INC., a Delaware
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. CVRI2500760

*Assigned for all purposes to: Hon. Carol A.
Greene, Dept. 2*

**JOINT STIPULATION OF CLASS
ACTION AND PAGA SETTLEMENT**

Complaint Filed: February 7, 2025
Trial date: None

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This Joint Stipulation of Class Action and PAGA Settlement is entered into by and between Plaintiff Paul Anthony Enriquez, on behalf of himself, all other Aggrieved Employees, the State of California, and the general public, and Plaintiff Gloria Zetina, individually and on behalf of others similarly situated; and Defendant CIRCOR Aerospace, Inc.

DEFINITIONS

1. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Class Action and PAGA Settlement. This Agreement replaces the Mediation Settlement Term Sheet previously entered into between the Parties as contemplated by the Term Sheet.

2. “Actions” means: the court action entitled “*Paul Anthony Enriquez v. CIRCOR Aerospace, Inc., et al.*,” Case No. CVRI2500760, pending before the Riverside County Superior Court, as alleged in a First Amended Complaint; the court action entitled “*Paul Anthony Enriquez v. CIRCOR Aerospace, Inc.*,” Case No. 5:25-cv-00154-KKSHK, pending before the United States District Court for the Central District of California; and the court action entitled “*Gloria Zetina v. CIRCOR Aerospace, Inc.*,” Case No. 5:24-cv-02578-KKDTB, pending before the United States District Court for the Central District of California.

3. “Class Counsel” means D.Law, Inc. and Protection Law Group, LLP.

4. “Class Counsel’s Fees and Costs” means attorneys’ fees for Class Counsel’s litigation and resolution of the Actions and their expenses and costs incurred in connection with the Actions, which shall be paid from the Gross Settlement Amount. Class Counsel will request attorneys’ fees not to exceed One-Third (1/3) of the Gross Settlement Amount, *i.e.*, One Hundred Thirty-Three Thousand Three Hundred Thirty-Three Dollars (\$133,333.00), as well as the reimbursement of costs and expenses associated with the litigation and settlement of the Actions, not to exceed Thirty Thousand Dollars (\$30,000.00), subject to the Court’s approval. Defendant has agreed not to oppose Class Counsel’s request for fees and reimbursement of costs and expenses in the amounts set forth above.

5. “Class List” means a complete list of all Class Members that Defendant will diligently and in good faith compile from their records and provide to the Settlement Administrator

1 within fourteen (14) calendar days after Preliminary Approval of this Settlement. The Class List
2 will be formatted in a password protected readable Microsoft Office Excel spreadsheet containing
3 the following information for each class Member: (1) full name; (2) last known home address; (3)
4 last known telephone number; (4) social security number; (5) start and end dates of active
5 employment of each Class Member; (6) total Workweeks during the Class Period; (7) total Pay
6 Periods during the PAGA Period; and (8) any other information required by the Settlement
7 Administrator in order to effectuate the terms of the Settlement.

8 6. “Class” or “Class Members” means all current and former non-exempt employees
9 of Defendant, who performed work for Defendant in the state of California, at any time during the
10 Class Period.

11 7. “Class Period” means the period commencing on October 21, 2020, through the
12 date of Preliminary Approval.

13 8. “Class Representatives” means Plaintiffs Paul Anthony Enriquez and Gloria Zetina
14 in their capacity as representatives of the Participating Class Members.

15 9. “Class Representative Service Award” means the amount that the Court authorizes
16 to be paid to Plaintiffs Paul Anthony Enriquez and Gloria Zetina in addition to their Individual
17 Settlement Payments, in recognition of the efforts and risks they have taken in assisting with the
18 prosecution of the Action and in exchange for the General Release of their claims, as provided
19 herein.

20 10. “Court” means the Superior Court of the State of California for the County of
21 Riverside.

22 11. “Defendant” means CIRCOR Aerospace, Inc.

23 12. “Effective Date” means the date by which all of the following have occurred: (a)
24 this Agreement is approved by the Court; and (b) the Judgment becomes Final, as defined below.

25 13. “Final” means the last of the following dates, as applicable: (a) if no appeal, writ or
26 other appellate proceeding is filed after Final Approval of the settlement, the Judgment shall be
27 deemed Final sixty-one (61) days after Notice of Entry of Final Settlement Approval and Judgment
28 is served; or (b) if an appeal, writ, or other appellate proceeding has been initiated after Final

1 Approval, the Judgment shall be deemed Final on the date on which any appeal, writ, or other
2 appellate proceeding(s) has been dismissed or is finally resolved consistent with the terms of the
3 settlement and with no right to pursue further remedies or relief.

4 14. "Gross Settlement Amount" means the sum of Four Hundred Thousand Dollars
5 (\$400,000.00). The Gross Settlement Amount is non-reversionary; no portion of the Gross
6 Settlement Amount will return to Defendant.

7 15. "Individual Settlement Payment" means the amount payable from the Net
8 Settlement Amount to each Participating Class Member and any payment a PAGA Member is
9 eligible to receive from the employee portion of the PAGA Payment. Individual Settlement
10 Payments shall be paid by a Settlement Check made payable to Participating Class Members
11 and/or PAGA Members.

12 16. "Net Settlement Amount" means the funds available for payments to the Class,
13 which shall be the amount remaining after the following amounts are deducted from the Gross
14 Settlement Amount: (1) Class Counsel's fees; (2) Class Counsel's costs; (3) Settlement
15 Administration Costs; (4) Class Representative Service Awards to Plaintiffs; and (5) the PAGA
16 Payment to the LWDA and PAGA Members.

17 17. "Notice" means the Notice of Class Action Settlement in a form substantially
18 similar to the form attached hereto as **Exhibit A**, that will be mailed to Class Members' last known
19 addresses, and which will provide Class Members with information regarding the Action and
20 information regarding the settlement of the Action.

21 18. "PAGA" means the California Labor Code Private Attorneys General Act of 2004
22 (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA"), as amended.

23 19. "PAGA Payment" means the amount that the Parties have agreed to allocate in
24 order to settle claims arising under the Private Attorneys General Act of 2004 (Cal. Lab. Code §§
25 2698, *et seq.*) ("PAGA"). The Parties have agreed that Forty Thousand Dollars (\$40,000.00) of
26 the Gross Settlement Amount will be allocated to the resolution of Plaintiff's PAGA Claims. Sixty-
27 Five Percent (65%) of this amount (*i.e.*, \$26,000.00) will be paid to the California Labor and
28 Workforce Development Agency in accordance with Labor Code §§ 2698 *et seq.* Thirty-Five

1 Percent (35%) of this amount (*i.e.*, \$14,000.00), will be distributed to PAGA Members. PAGA
2 Members will receive payment from the employee portion of the PAGA Payment regardless of
3 their decision to participate in the class action if the PAGA Payment is approved by the Court.

4 20. “PAGA Period” means the period from December 2, 2023, through the date of
5 Preliminary Approval.

6 21. “PAGA Members” means all current and former non-exempt hourly employees
7 who performed work for Defendant in the state of California at any time during the PAGA Period.

8 22. “Parties” means Plaintiffs and Defendant, collectively, and “Party” shall mean
9 either Plaintiffs or Defendant, individually.

10 23. “Participating Class Members” means all Class Members who do not submit valid
11 and timely Requests for Exclusion.

12 24. “Pay Period” means a customary and regular payroll period as designated by
13 Defendant in which a PAGA Member worked at least 1 day.

14 25. “Plaintiffs” means Paul Anthony Enriquez and Gloria Zetina.

15 26. “Preliminary Approval” means the Court order granting preliminary approval of
16 the Settlement Agreement.

17 27. “Objection” means a Participating Class Member’s valid and timely objection to
18 the Settlement Agreement. For an Objection to be valid, it must include: (a) the objector’s full
19 name, address, telephone number, last four digits of the employee’s social security number or
20 employee ID number; (b) the name of the case and case number; and (c) a written statement of all
21 grounds for the objection accompanied by legal support, if any, for such objection; or (d),
22 alternatively, a Participating Class Member may object in Court at the Final Approval Hearing
23 whether or not they previously submitted a written Objection.

24 28. “Released Class Claims” means claims, rights, demands, liabilities and causes of
25 actions that are alleged, or that reasonably could have been alleged, based on the facts asserted in
26 the operative complaints in the Actions, including, but not limited to the following claims: (i) any
27 and all federal (including FLSA), state, local and common law claims for unpaid wages and
28 overtime compensation (including, but not limited to any claims based on alleged improper

1 rounding or working “off-the-clock”); (ii) unpaid minimum wages (including but not limited to
 2 any claims based on arriving to or departing from work or passing through security, COVID-19,
 3 or other lines); (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to
 4 provide meal periods or compensation in lieu thereof; (v) failure to pay wages timely at time of
 5 termination or resignation, including any related waiting time penalties; (vi) failure to timely pay
 6 wages during employment; (vii) statutory penalties (including but not limited to penalties based
 7 on alleged wage statement and/or payroll record violations); (viii) failure to reimburse necessary
 8 business expenses; and (ix) unfair business practices, including all related claims for any attorneys’
 9 fees, interest, penalties and costs. Specifically excluded from the Released Class Claims are claims
 10 that cannot be waived as a matter of law, including claims for workers’ compensation and
 11 unemployment insurance benefits.

12 29. “Released PAGA Claims” means all claims under the California Labor Code
 13 Private Attorneys General Act of 2004 for civil penalties that could have been premised on the
 14 facts alleged in Plaintiff Paul Anthony Enriquez’s December 2, 2024, PAGA Letter to the LWDA
 15 or any facts alleged in the Actions, including but not limited to penalties that could have been
 16 awarded based on alleged violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226.3,
 17 226.7, 510, 512, 515, 558, 558.1 1174, 1774.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198,
 18 1199, 2698, 2699, *et seq.*, and 2802; provisions of the Industrial Welfare Commission Wage
 19 Orders; and California Business & Professions Code § 17200, *et seq.*, including all related claims
 20 for any attorneys’ fees, interest, penalties and costs.

21 30. “Released Parties” means Defendant CIRCOR Aerospace, Inc. and its past, present,
 22 and/or future related entities, parents, subsidiaries and affiliates, and each of their respective
 23 members, owners, partners, shareholders, officers, directors, managing agents, supervisors,
 24 employees, agents, attorneys, insurers, successors and assigns.

25 31. “Request for Exclusion” means a valid and timely written statement submitted by
 26 a Class Member requesting to be excluded from the settlement of the Released Class Claims. To
 27 be effective, the Request for Exclusion must contain: (a) the Class Member’s name, address,
 28 telephone number, and the last four digits of the Class Member’s Social Security number and/or

1 the Employee ID number; and (b) a clear statement requesting to be excluded from the settlement
2 of the class claims. To be effective, the Request for Exclusion must be post-marked by the
3 Response Deadline and received by the Settlement Administrator. The Request for Exclusion shall
4 not be effective as to the release of claims arising under the Private Attorneys General Act.

5 32. “Response Deadline” means the date sixty (60) days after the Settlement
6 Administrator mails Notice to Class Members and the last date on which Class Members may
7 submit Requests for Exclusion, written objections to the Settlement, or Workweek Disputes. In the
8 event the 60th day falls on a Sunday or Federal holiday, the Response Deadline will be extended
9 to the next day on which the U.S. Postal Service is open. The Response Deadline for Requests for
10 Exclusion, written objections, or workweek disputes, will be extended fifteen (15) calendar days
11 for any Class Member who is re-mailed a Notice by the Settlement Administrator, unless the 15th
12 day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended
13 to the next day on which the U.S. Postal Service is open. The Response Deadline may also be
14 extended by express agreement between Class Counsel and Defendant. Under no circumstances,
15 however, will the Settlement Administrator have the authority to unilaterally extend the Response
16 Deadline.

17 33. “Settlement” means the disposition of the Actions pursuant to this Agreement. This
18 Settlement was reached with the assistance of mediator Kevin Barnes after the Parties participated
19 in a full-day private mediation with Mr. Barnes on March 17, 2025.

20 34. “Settlement Administrator” means Phoenix Class Action Administration Solutions.
21 The Parties each represent that they do not have any financial interest in the Settlement
22 Administrator or otherwise have a relationship with the Settlement Administrator that could create
23 a conflict of interest.

24 35. “Settlement Administration Costs” mean the costs payable from the Gross
25 Settlement Amount to the Settlement Administrator for administering this Settlement, including,
26 but not limited to, printing, distributing, and tracking documents for this Settlement,
27 calculating/confirming the class member Workweeks from the information contained in the Class
28 List, calculating each Participating Class Member’s Individual Settlement Payment, calculating

1 the PAGA Portion of the PAGA Members individual settlement payment, tax reporting,
 2 distributing the Gross Settlement Amount, providing necessary reports and declarations, and other
 3 duties and responsibilities set forth herein to process this Settlement, and as requested by the
 4 Parties. Settlement Administration Costs shall not exceed Six Thousand Nine Hundred Ninety
 5 Dollars (\$6,990.00). To the extent that Settlement Administration Costs are ultimately less than
 6 Six Thousand Nine Hundred Ninety Dollars (\$6,990.00), the remainder shall become part of the
 7 Net Settlement Amount.

8 36. “Workweek” shall mean any calendar week (*i.e.*, a week beginning on Sunday and
 9 ending on Saturday) in which a Class Member worked at least 1 day.

10 **TERMS OF AGREEMENT**

11 37. Filing of Amended Complaint: the Parties shall file a stipulation and order to permit
 12 the filing of a First Amended Complaint adding Gloria Zetina as a named plaintiff and the class
 13 claims alleged in the actions entitled “*Paul Anthony Enriquez v. CIRCOR Aerospace, Inc.*,” Case
 14 No. 5:25-cv-00154-KKSHK, pending before the United States District Court for the District of
 15 Central California; and “*Gloria Zetina v. CIRCOR Aerospace, Inc.*,” Case No. 5:24-cv-02578-
 16 KKDTB, pending before the United States District Court for the District of Central California. The
 17 First Amended Complaint shall include the following causes of action: (1) Unpaid Overtime; (2)
 18 Unpaid Meal Period Premiums; (3) Unpaid Rest Period Premiums; (4) Unpaid Minimum
 19 Wages; (5) Final Wages Not Timely Paid; (6) Wages Not Timely Paid During Employment
 20 (7) Failure to Provide Accurate Wage Statements; (8) Failure to Reimburse Necessary Business
 21 Expenses; (9) Unfair Business Practices; and (10) Civil Penalties under PAGA.

22 38. Settlement Consideration: Defendant shall fund the Gross Settlement Amount and
 23 all applicable employer-side payroll taxes following Final Approval by the Court, within fifteen
 24 (15) business days of the Effective Date. The following will be paid out of the Gross Settlement
 25 Amount: the sum of the Individual Settlement Payments, the Class Representative Service Awards,
 26 Class Counsel’s Fees and Costs, the PAGA Payment, and the Settlement Administration Costs, as
 27 specified in this Agreement. Except for any employer-side taxes due on the Individual Settlement
 28 Payments, or as a result of an increase in the number of workweeks as set forth below, Defendant

1 shall not be required to pay more than the Gross Settlement Amount. The Gross Settlement
 2 Amount is non-reversionary; no portion of the Gross Settlement Amount will revert to Defendant.

3 39. Potential Increase to the Gross Settlement Amount: Defendant have represented
 4 there are approximately 27,170 Workweeks from October 21, 2020 to January 31, 2025. Should
 5 the actual number of Workweeks increase by more than ten percent (10%) (*i.e.* by more than 2,717
 6 Workweeks) Defendant shall have the option of (a) increasing the Gross Settlement Amount by
 7 the percentage increase in the number of workweeks worked by the class members above 10%
 8 (*e.g.*, if the number of workweeks increases by 11%, the Gross Settlement Amount will increase
 9 by 1%), or (b) rolling back the Class Release Period to the date immediately prior to the date when
 10 the increase in total Workweeks exceeds 10% (*i.e.*, 29,887 total Workweeks).

11 40. Funding of the Gross Settlement Amount: Within fifteen (15) business days of the
 12 Effective Date of the Settlement, Defendant will deposit the Gross Settlement Amount and all
 13 applicable employer-side payroll taxes into a Qualified Settlement Fund (“QSF”) to be established
 14 by the Settlement Administrator. The Settlement Administrator shall maintain the QSF as a
 15 Qualified Settlement Fund within the meaning of Section 468B of the Internal Revenue Code of
 16 1986, as amended, and Treas. Reg. Section 1.468B-1, et seq., and shall request and obtain from
 17 the IRS an appropriate Tax ID for the QSF. Defendant shall provide all information necessary for
 18 the Settlement Administrator to calculate necessary payroll taxes including its official name, 8-
 19 digit state unemployment insurance tax ID number, and other information requested by the
 20 Settlement Administrator, no later than seven (7) calendar days of the Effective Date. The
 21 Settlement Administrator shall be responsible for calculating, withholding, reporting and paying
 22 all required taxes and other required deductions, contributions and payments. The Settlement
 23 Administrator shall provide to Defendant at least twenty (20) business days prior to the funding
 24 date the amount required to cover the employer payroll taxes.

25 41. Distribution of the Gross Settlement Amount: Within twenty (20) business days of
 26 the Effective Date, the Settlement Administrator will issue payments for: (a) the PAGA Payment
 27 to the Labor and Workforce Development Agency; (b) the Class Representative Service Awards;
 28 (c) Class Counsel’s Fees and Costs; and (d) Settlement Administration Costs. Within fifteen (15)

1 business days of the funding of the Gross Settlement Amount, the Settlement Administrator will
2 issue the Individual Settlement Payments.

3 42. Attorneys' Fees and Costs: Defendant agree not to oppose any application or
4 motion by Class Counsel for attorneys' fees of not more than One Hundred Thirty-Three Thousand
5 Three Hundred Thirty-Three Dollars (\$133,333.00) plus the reimbursement of costs and expenses
6 associated with the litigation and settlement of the Actions, in an amount not to exceed Thirty
7 Thousand Dollars (\$30,000.00), both of which will be paid from the Gross Settlement Amount.
8 The Settlement is not conditioned upon the Court's approval of Class Counsel's request for
9 attorneys' fees and costs. Any portion of the requested fees or costs that is not awarded to Class
10 Counsel shall be reallocated to the Net Settlement Amount and distributed to Participating Class
11 Members as provided in this Agreement.

12 43. Class Representative Service Award: Defendant agrees not to oppose or object to
13 any application or motion by Plaintiffs for their respective Class Representative Service Awards
14 of Five Thousand Dollars (\$5,000) each for Plaintiffs Paul Anthony Enriquez and Gloria Zetina.
15 The Class Representative Service Awards are in exchange for the General Release of the Plaintiffs'
16 individual claims and for their time, effort and risk in bringing and prosecuting the Actions. Any
17 portion of the requested Class Representative Service Awards not awarded to the Class
18 Representatives shall be reallocated to the Net Settlement Amount and distributed to Participating
19 Class Members as provided in this Agreement.

20 44. Settlement Administration Costs: The Settlement Administrator will be paid for the
21 reasonable costs of administration of the Settlement and distribution of payments from the Gross
22 Settlement Amount as further set forth in this Agreement. Settlement Administration Costs shall
23 not exceed Six Thousand Nine Hundred Ninety Dollars (\$6,990.00).

24 45. PAGA Payment: Forty Thousand Dollars (\$40,000.00) shall be allocated from the
25 Gross Settlement Amount for settlement of claims for civil penalties under the PAGA. The
26 Settlement Administrator shall pay sixty-five percent (65%) of the PAGA Payment, or Twenty-
27 Six Thousand Dollars (\$26,000.00), to the California Labor and Workforce Development Agency
28 ("LWDA"). The remaining thirty-five percent (35%), or Fourteen Thousand Dollars (\$14,000.00),

1 will be distributed to PAGA Members on a *pro rata* basis based on the total number of Pay Periods
 2 worked by each PAGA Member during the PAGA Period. PAGA Members shall receive their
 3 portion of the PAGA Payment regardless of their decision to opt-out of the class settlement.

4 46. Net Settlement Amount for Payment of Class Claims: The Net Settlement Amount
 5 will be used to satisfy the class portion of Participating Class Members Individual Settlement
 6 Payments in accordance with the terms of this Agreement. The estimated Net Settlement Amount
 7 is as follows:

8	Gross Settlement Amount	\$	400,000.00
9	Class Rep. Service Awards:	\$	10,000.00
10	Class Counsel’s Fees:	\$	133,333.00
11	Class Counsel’s Costs:	\$	30,000.00
12	PAGA Payment	\$	40,000.00
13	Settlement Administration Costs:	\$	6,990.00
14	Estimated Net Settlement Amount	\$	179,677.00

15 47. Individual Settlement Payment Calculations: Individual Settlement Payments will
 16 be paid from the Net Settlement Amount and the 35% portion of the PAGA Payment allocated for
 17 PAGA Members and shall be paid pursuant to the formula set forth herein:

18 a) Calculation of Class Portion of Individual Settlement Payments: The
 19 Settlement Administrator will calculate the total Workweeks for all Participating Class Members
 20 by adding the number of Workweeks worked by each Participating Class Member during the Class
 21 Period. The respective Workweeks for each Participating Class Member will be divided by the
 22 total Workweeks for all Participating Class Members, resulting in the Payment Ratio for each
 23 Participating Class Member. Each Participating Class Member’s Payment Ratio will then be
 24 multiplied by the Net Settlement Amount to calculate each Participating Class Member’s estimated
 25 share of the Net Settlement Amount.
 26

27 b) Calculation of PAGA Portion of Individual Settlement Payments:

1 The Settlement Administrator will calculate the total Pay Periods for all PAGA Members by
2 adding the number of Pay Periods each PAGA Member worked during the PAGA Period. The
3 respective Pay Periods for each PAGA Member will be divided by the total Pay Periods for all
4 PAGA Members, resulting in the Payment Ratio for each PAGA Member. Each PAGA Member's
5 Payment Ratio will then be multiplied by the employee portion of the PAGA Payment to calculate
6 each PAGA Member's estimated share of the PAGA Payment. PAGA Members shall receive this
7 portion of their Individual Settlement Payment regardless of whether they opt out of the
8 participation regarding the Class Settlement.

9 c) Allocation of Individual Settlement Payments: The Class Portion of
10 each Individual Settlement Payment will be allocated as follows: twenty percent (20%) of each
11 Individual Settlement Payment will be allocated as wages, and eighty percent (80%) shall be
12 allocated as interest and penalties. The PAGA Portion of each Individual Settlement Payment will
13 be allocated 100% as Penalties. The portion of the Individual Settlement Payment allocated to
14 wages will be reported by the Settlement Administrator on an IRS Form W-2. The remaining non-
15 wage payments will be reported on an IRS Form-1099 by the Settlement Administrator.

17 48. No Credit Toward Benefit Plans: The Individual Settlement Payments made to
18 Participating Class Members under this Settlement, as well as any other payments made pursuant
19 to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans
20 to which any Class Members may be eligible, including, but not limited to profit-sharing plans,
21 bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and
22 any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not
23 affect any rights, contributions, or amounts to which any Class Members may be entitled under
24 any benefit plans and that any such payments do not represent any modification of any Class
25 Member's previously credited hours of service or other eligibility criteria for purposes of any
26 benefit plans.

27 49. Settlement Administration Process: The Parties agree to cooperate in the
28 administration of the Settlement and to make all reasonable efforts to control and minimize the

1 costs and expenses incurred in administration of the Settlement. The Settlement Administrator will
2 provide the following services:

- 3 a) Establish and maintain a Qualified Settlement Fund.
- 4 b) Calculate the Individual Settlement Payment each Participating Class
5 Member is eligible to receive and the portion of the PAGA Payment each
6 PAGA Member shall receive.
- 7 c) Print and mail the Notice.
- 8 d) Provide a toll-free telephone number for Class Members, to be included in
9 the Notice.
- 10 e) Conduct additional address searches for mailed Notices that are returned as
11 undeliverable.
- 12 f) Process Requests for Exclusion, Objections and Workweek Challenges, and
13 field inquiries from Class Members.
- 14 g) Print and issue and issue Settlement Payment Checks, prepare IRS W-2 and
15 1099 Tax Forms and any other filings required by any governmental taxing
16 authority.
- 17 h) Properly withhold and transmit all required taxes, including the employer
18 payroll taxes, to the proper taxing authorities.
- 19 i) Provide declarations and/or other information to this Court as requested by
20 the Parties and/or the Court regarding the settlement administration process.
- 21 j) Provide weekly status reports to counsel for the Parties.
- 22 k) Posting a notice of final judgment online at Settlement Administrator's
23 website.
- 24 l) Translate the Notice from English to Spanish.
- 25 m) Perform all such other reasonable services as customarily performed by
26 class action settlement administrators.

27 50. Delivery of the Class List: Within fourteen (14) calendar days of Preliminary
28 Approval, Defendant will provide the password protected Class List to the Settlement

1 Administrator. The Settlement Administrator shall keep the names, addresses, Social Security
2 numbers and other private/personal data contained on the Class List strictly confidential and shall
3 not disclose the information to any other person or entity, including Class Counsel, unless
4 otherwise ordered by the Court.

5 51. Notice by First Class U.S. Mail: Within seven (7) calendar days after receiving the
6 Class List from Defendant, the Settlement Administrator will mail the Notice to all Class Members
7 via regular First Class U.S. Mail, using the most current, known mailing addresses identified in
8 the Class List.

9 52. Confirmation of Contact Information in the Class List: Prior to mailing, the
10 Settlement Administrator will perform a search based on the National Change of Address Database
11 for information to update and correct for any known or identifiable address changes. Any Notice
12 returned to the Settlement Administrator as non-deliverable on or before the Response Deadline
13 will be sent promptly via regular First Class U.S. Mail to the forwarding address affixed thereto
14 and the Settlement Administrator will indicate the date of such re-mailing on the Notice. If no
15 forwarding address is provided, the Settlement Administrator will promptly attempt to determine
16 the correct address using a skip-trace, or other search using the name, address and/or Social
17 Security number of the Class Member involved, and will then perform a single re-mailing. If any
18 notice sent to a Class Member by the Settlement Administrator is returned as undeliverable to a
19 current employee, then Defendant shall make all reasonable efforts to obtain the current address
20 from the Class Member and provide the same within seven (7) calendar days of notice from the
21 Settlement Administrator. Those Class Members who receive a re-mailed Notice, whether by skip-
22 trace or by request, will have between the later of (a) an additional fifteen (15) calendar days or
23 (b) the Response Deadline to postmark a Request for Exclusion, written objection, or workweek
24 dispute.

25 53. Notice: All Class Members will be mailed a Notice. Each Notice will provide: (a)
26 information regarding the nature of the Action; (b) a summary of the Settlement's principal terms;
27 (c) the Class definition; (d) the total number of Workweeks each respective Class Member worked
28 for Defendant during the Class Period; (e) each Class Member's estimated Individual Settlement

1 Payment and the formula for calculating Individual Settlement Payments; (f) the dates which
 2 comprise the Class Period; (g) instructions on how to opt-out of and object to the Class Portion of
 3 the Settlement; (h) the deadlines by which the Class Member must postmark Requests for
 4 Exclusion, Objections to the Settlement, or Workweek Disputes; (i) the claims to be released, as
 5 set forth herein; and (j) the date for the final approval hearing.

6 54. Disputed Information on Notice: Class Members will have an opportunity to
 7 dispute the information provided in their Notice. To the extent Class Members dispute the number
 8 of Workweeks with which they have been credited or the amount of their Individual Settlement
 9 Payment, Class Members may produce evidence to the Settlement Administrator showing that
 10 such information is inaccurate. Absent evidence rebutting Defendant’ records, Defendant’ records
 11 will be presumed determinative. However, if a Class Member produces evidence to the contrary
 12 by the Response Deadline, the Parties will evaluate the evidence submitted by the Class Member
 13 and the Parties will make the final decision as to the number of eligible Workweeks that should be
 14 applied and/or the Individual Settlement Payment to which the Class Member may be entitled. If
 15 the Parties do not agree, the dispute will be submitted to the Court.

16 55. Defective Submissions: If a Class Member’s Request for Exclusion is defective as
 17 to the requirements listed herein, that Class Member will be given an opportunity to cure the
 18 defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3)
 19 business days of receiving the defective submission to advise the Class Member that his or her
 20 submission is defective and that the defect must be cured to render the Request for Exclusion valid.
 21 The Class Member will have until the later of (a) the Response Deadline or (b) fifteen (15) calendar
 22 days from the date of the cure letter, whichever date is later, to postmark a revised Request for
 23 Exclusion. If a Class Member responds to a cure letter by filing a defective claim, then the
 24 Settlement Administrator will have no further obligation to give notice of a need to cure. If the
 25 revised Request for Exclusion is not postmarked within that period, it will be deemed untimely.

26 56. Request for Exclusion Procedures: Any Class Member wishing to opt-out from the
 27 release of the Released Class Claims must sign and postmark a written Request for Exclusion to
 28 the Settlement Administrator by the Response Deadline. The Request for Exclusion must include

1 (a) the Class Member’s name, address, telephone number, and the last four digits of the Class
 2 Member’s Social Security number and/or the Employee ID number and (b) a clear statement
 3 requesting to be excluded from the settlement of the class claims. The date of the postmark on the
 4 return mailing envelope receipt confirmation will be the exclusive means to determine whether a
 5 Request for Exclusion has been timely submitted. All Requests for Exclusion will be submitted to
 6 the Settlement Administrator, who will certify jointly to Class Counsel and Defendant’ Counsel
 7 the Requests for Exclusion that were timely submitted. All Class Members who do not request
 8 exclusion from the Action will be bound by all terms of the Settlement Agreement if the Settlement
 9 is granted final approval by the Court. The Request for Exclusion shall not be effective as to the
 10 release of claims arising under the Private Attorneys General Act.

11 57. Defendant’s Right to Rescind: If ten percent (10%) or more of the Class Members
 12 (rounded to the next whole number) elect not to participate in the Settlement, Defendant may, at
 13 their election, rescind the Settlement Agreement and all actions taken in furtherance of it will be
 14 thereby null and void. Defendant must meet and confer with Class Counsel prior to exercising this
 15 right and must make clear their intent to rescind the Agreement within fourteen (14) calendar days
 16 of the Settlement Administrator notifying the Parties of the final total number of opt-outs. If
 17 Defendant exercise their right to rescind the Agreement, Defendant shall be responsible for all
 18 Settlement Administration Costs incurred to the date of rescission.

19 58. Settlement Terms Bind All Class Members Who Do Not Opt-Out: Upon the
 20 complete funding of the Gross Settlement Amount, any Class Member who does not affirmatively
 21 opt-out of the Settlement by submitting a timely and valid Request for Exclusion will be bound by
 22 all of its terms, including those pertaining to the Released Class Claims, as well as any Judgment
 23 that may be entered by the Court if it grants final approval to the Settlement. Class Members who
 24 opt-out of the Settlement shall not be bound by such Judgment or the Class Release. However, the
 25 opt-out shall not be effective as to the release of claims arising under the Private Attorneys General
 26 Act. The names of Class Members who have opted-out of the settlement shall be disclosed to the
 27 Counsel for both Plaintiff and Defendant and the proposed Judgment submitted to the Court shall
 28 clearly state that it does not apply to any Class Members who opted out.

1 59. Objection Procedures: To object to the Class portion of the Settlement, a
2 Participating Class Member must postmark a valid Objection to the Settlement Administrator on
3 or before the Response Deadline. The Objection must be signed by the Participating Class Member
4 and contain all information required by this Settlement Agreement including the employees full
5 name, address, telephone number, the last four digits of their social security number and/or
6 Employee ID number, the name of the case and case number, and the specific reason including
7 any legal grounds for the Participating Class Members objection. The postmark date will be
8 deemed the exclusive means for determining that the Notice of Objection is timely. The Settlement
9 Administrator shall promptly forward copies of all written Objections to Class Counsel and
10 counsel for Defendant within two (2) business days of receipt. Participating Class Members who
11 fail to object in the manner specified above will be foreclosed from making a written objection,
12 but shall still have a right to appear at the Final Approval Hearing, either personally or through
13 their own counsel, in order to have their objections heard by the Court. Class Members who submit
14 a Request for Exclusion are prohibited from submitting or making any Objection. At no time will
15 any of the Parties or their counsel seek to solicit or otherwise encourage Participating Class
16 Members to submit written objections to the Settlement or appeal from the Order and Judgment.
17 Class Counsel will not represent any Class Members with respect to any objections to this
18 Settlement. Class Counsel will be responsible for responding to and opposing any Objections or
19 challenges to the Settlement.

20 60. Certification Reports Regarding Individual Settlement Payment Calculations: The
21 Settlement Administrator will provide Defendant' Counsel and Class Counsel a weekly report
22 which certifies: (a) the number of Class Members who have submitted valid Requests for
23 Exclusion; (b) the number of Notices returned and re-mailed; (c) whether any Class Member has
24 submitted a challenge to any information contained in the Notice and the content of that challenge;
25 and (d) whether any Class Member has submitted an Objection to the Settlement and the content
26 of that Objection. Additionally, the Settlement Administrator will provide to counsel for both
27 Parties any updated reports regarding the administration of the Settlement Agreement as needed
28 or requested.

1 61. Uncashed Settlement Checks: Any checks issued by the Settlement Administrator
2 to Participating Class Members and PAGA Members will be negotiable for one hundred eighty
3 (180) calendar days. If a Participating Class Member or PAGA Member does not cash his or her
4 Settlement Check or PAGA payment check within 180 days, the uncashed funds, subject to Court
5 approval, shall be distributed to the Controller of the State of California to be held pursuant to the
6 Unclaimed Property Law, California Civil Code §1500, *et. seq.* for the benefit of those
7 Participating Class Members and PAGA Members who did not cash their checks until such time
8 that they claim their property. The Parties agree that this disposition results in no “unpaid residue”
9 under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid
10 out to Participating Class Members and the entire 35% portion of the PAGA Payment will be paid
11 out to the PAGA Members, whether or not they all cash their Settlement Checks or PAGA payment
12 checks. Therefore, Defendant will not be required to pay any interest on such amounts. The
13 Individual Settlement Payments provided to Participating Class Members and to PAGA Members
14 shall prominently state the expiration date or a statement that the Settlement Check will expire in
15 one hundred eighty (180) days, or alternatively, such a statement may be made in a letter
16 accompanying the Individual Settlement Payment. Expired Individual Settlement Payments will
17 not be reissued, except for good cause and as mutually agreed by the Parties in writing. The parties
18 agree no unclaimed funds will result from the settlement.

19 62. Administration of Taxes by the Settlement Administrator: The Settlement
20 Administrator will be responsible for issuing to Plaintiff, Participating Class Members, PAGA
21 Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all
22 amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible
23 for forwarding all payroll taxes and penalties to the appropriate government authorities.

24 63. Tax Liability: Defendant make no representation as to the tax treatment or legal
25 effect of the payments called for hereunder, and Plaintiff and Participating Class Members are not
26 relying on any statement, representation, or calculation by Defendant or by the Settlement
27 Administrator in this regard. Plaintiff and Participating Class Members understand and agree that
28 they will be solely responsible for the payment of any taxes and penalties assessed on the payments

1 described herein. Defendant' share of any employer payroll taxes and other required employer
2 withholdings due on the Individual Settlement Payments, including, but not limited to, Defendant'
3 FICA and FUTA contributions, shall be paid separate and apart from the Gross Settlement
4 Amount.

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

21 65. No Prior Assignments: The Parties and their counsel represent, covenant, and
22 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to
23 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
24 action, cause of action or right herein released and discharged.

25 66. Release by Participating Class Members: Upon the Effective Date and except for
26 the funding obligations of Defendant as set forth in this Agreement, including all applicable
27 employer-side payroll taxes by Defendant, Participating Class Members (including Plaintiffs) shall
28 fully, finally and forever waive, release and discharge the Released Parties from the Released Class

1 Claims that arose during the Class Period. It is the intent of the Parties that the Judgment entered
 2 by the Court shall have claim preclusion, issue preclusion and *res judicata* effect and shall be final
 3 and binding on all Participating Class Members.

4 67. Release by all PAGA Members, the State of California and LWDA: Upon the
 5 Effective Date and except for the funding of the PAGA Payment, all PAGA Members (including
 6 Plaintiffs), the LWDA and the State of California, through Plaintiff Paul Anthony Enriquez as its
 7 and/or their representative plaintiff, agent and/or proxy, shall fully, finally and forever waive,
 8 release and discharge the Released Parties from the Released PAGA Claims that arose during the
 9 PAGA Period. This PAGA release is final and binding on all PAGA Members, even if they
 10 submitted a valid Request for Exclusion to opt out of the Settlement. The Parties intend for this
 11 PAGA settlement to have claim preclusion, issue preclusion and *res judicata* effect, or otherwise
 12 bar a representative action if an aggrieved employee were to bring a subsequent claim on behalf
 13 of the LWDA based on the same factual predicate as the Actions and covering the same time
 14 period.

15 68. Release of FLSA Claims: The Parties agree that the scope of the release under this
 16 Agreement shall include a release of claims under the federal Fair Labor Standards Act (“FLSA”)
 17 pursuant to *Rangel v. Check Cashers*, 899 F.3d 1106 (9th Cir. 2018).

18 69. Release of Additional Claims & Rights by Class Representatives: Upon the
 19 Effective Date and except for the funding obligations of Defendant as set forth in this Agreement,
 20 Class Representatives agree—on behalf of themselves only—to the additional following General
 21 Release: In consideration of Defendant’s promises and agreements as set forth herein, Plaintiffs
 22 hereby fully release the Released Parties from any and all Released Class Claims and Released
 23 PAGA Claims and also generally release and discharge the Released Parties from any and all
 24 claims, demands, obligations, causes of action, rights, or liabilities of any kind which have been
 25 or could have been asserted against the Released Parties arising out of or relating to their
 26 employment by Defendant or termination thereof, whether arising from common law or under any
 27 applicable federal, state or local law, statute, regulation or ordinance relating to employment,
 28 including but not limited to claims for wages, restitution, penalties, retaliation, defamation,

1 discrimination, harassment, breach of contract, tort, fraud, or wrongful termination of employment.
2 This release specifically includes any and all claims, demands, obligations and/or causes of action
3 for damages, restitution, penalties, interest, and attorneys' fees and costs (except provided by the
4 Settlement Agreement) relating to or in any way connected with the matters referred to herein,
5 whether or not known or suspected to exist, and whether or not specifically or particularly
6 described herein. Specifically, Plaintiffs waive all rights and benefits afforded by California Civil
7 Code Section 1542, which provides:

8 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
9 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
10 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
11 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
12 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
13 DEBTOR OR RELEASED PARTY.

14 This release specifically excludes claims for unemployment insurance, disability, social
15 security, and workers compensation (with the exception of claims arising pursuant to California
16 Labor Code Sections 132(a) and 4553).

17 70. Neutral Employment Reference: Defendant agrees that it will adopt a neutral
18 reporting policy regarding any future employment references related to Plaintiffs. In the event that
19 any potential or future employers of Plaintiffs request a reference regarding Defendant's
20 employment of Plaintiffs, Defendant shall only provide Plaintiffs' dates of employment, job titles
21 during employment, and final rate of pay. Defendant shall not refer to the Action or this Settlement.

22 71. Nullification of Settlement Agreement: In the event that: (a) the Court does not
23 finally approve the Settlement as provided herein; (b) the Court strikes or does not approve any
24 material term of this Settlement Agreement; or (c) the Settlement does not become final as written
25 and agreed to by the Parties for any other reason, then this Settlement Agreement, and any
26 documents generated to bring it into effect, will be null and void, all amounts deposited into the
27 QSF will be returned to Defendant, and the Parties shall be returned to their original respective
28 positions. Any order or judgment entered by the Court in furtherance of this Settlement Agreement

1 will likewise be treated as void from the beginning. Should the Court fail to approve this settlement
 2 for any reason, the Parties agree that they will return to and attend mediation with a mutually
 3 agreed Mediator in an effort to reach a settlement that may be approved by the Court.

4 72. Preliminary Approval Hearing: Plaintiffs will obtain a hearing before the Court to
 5 request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary
 6 Approval Order for: (a) conditional certification of the Class for settlement purposes only, (b)
 7 Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for a Final
 8 Approval/Settlement Fairness Hearing. Class Counsel will prepare the Preliminary Approval
 9 motion and will provide Defendant with a reasonable period of time to review and approve the
 10 motion papers prior to filing with the Court. The Preliminary Approval Order will provide for the
 11 Notice to be sent to all Class Members as specified herein. In conjunction with the Preliminary
 12 Approval hearing, Plaintiffs will submit this Agreement, which sets forth the terms of the
 13 Settlement, and will include the proposed Notice attached as **Exhibit A**. Defendant agrees that it
 14 will not oppose Plaintiffs' motion for Preliminary Approval. Any failure by the Court to fully and
 15 completely approve the Agreement as to the Action will result in this Settlement Agreement and
 16 the Memorandum of Understanding entered into by the Parties, and all obligations under this
 17 Settlement Agreement and the Memorandum of Understanding being nullified and voided.

18 73. Final Settlement Approval Hearing and Entry of Judgment: Upon expiration of the
 19 deadlines to postmark Requests for Exclusion or Objections to the Settlement Agreement, and with
 20 the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to
 21 determine the Final Approval of the Settlement Agreement along with the amounts properly
 22 payable for: (a) Individual Settlement Payments; (b) the Attorneys' Fees and Costs; (c) the Class
 23 Representative Service Awards; (d) the PAGA Payments; and (e) the Settlement Administration
 24 Costs. Class Counsel will be responsible for drafting all documents necessary to obtain Final
 25 Approval. Class Counsel will provide Defendant with a reasonable period of time to review and
 26 approve the Final Approval papers prior to Plaintiffs filing the motion. Any failure by the Court to
 27 fully and completely approve the Settlement Agreement as to all of the Action, or the entry of any
 28 Order by another Court with regard to any of the Action which has the effect of modifying material

1 terms of this Agreement or preventing the full and complete approval of the Settlement Agreement
 2 as written and agreed to by the Parties, will result in this Agreement and all obligations under this
 3 Agreement being null and void. Defendant agree they shall not oppose the granting of the Motion
 4 for Final Approval, provided Defendant have not exercised their right to rescind pursuant to the
 5 terms of this Agreement. The Parties agree that for good cause and approval by the Court, the
 6 Final Approval/Settlement Fairness Hearing may be moved to a later date without the necessity of
 7 further notice to the Class Members.

8 74. Notice to the LWDA: On or before the date on which the Motion for Preliminary
 9 Approval of Settlement is filed, Class Counsel shall provide notice to the LWDA of the settlement
 10 and its terms as required by PAGA. Within ten (10) days after entry of the Final Approval, Class
 11 Counsel shall provide a copy of the Final Approval and Judgment to the LWDA as required by
 12 PAGA.

13 75. Judgment and Continued Jurisdiction: Upon Final Approval of the Settlement by
 14 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the
 15 Judgment to the Court for its approval. After entry of the Judgment, the Court will have continuing
 16 jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms
 17 of the Settlement, (b) Settlement administration matters, and (c) such post-Judgment matters as
 18 may be appropriate under court rules or as set forth in this Settlement.

19 76. Labor Code Sections 206 and 206.5: The Parties agree that this Settlement involves
 20 the settlement of highly contested and disputed claims, such that the provisions of California Labor
 21 Code sections 206 and 206.5 are not applicable to this Settlement or the Releases required by this
 22 Agreement.

23 77. Exhibits Incorporated by Reference: The terms of this Settlement include the terms
 24 set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
 25 herein. Any Exhibits to this Settlement are an integral part of the Settlement.

26 78. Entire Agreement: This Settlement Agreement and any attached Exhibits constitute
 27 the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral
 28 agreements may be deemed binding on the Parties. The Parties further agree that the provisions of

1 California Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a) shall
2 fully apply to this Agreement.

3 79. Amendment or Modification: This Settlement Agreement may be amended or
4 modified only by a written instrument signed by counsel for all Parties or their successors-in-
5 interest and approved by the Court.

6 80. Authorization to Enter into Settlement Agreement: Counsel for all Parties warrant
7 and represent they are expressly authorized by the Parties whom they represent to negotiate this
8 Settlement Agreement and to take all appropriate action required or permitted to be taken by such
9 Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other
10 documents required to effectuate the terms of this Settlement Agreement. The Parties and their
11 counsel will cooperate with each other and use their best efforts to affect the implementation of
12 the Settlement. If the Parties are unable to reach agreement on the form or content of any document
13 needed to implement the Settlement, or on any supplemental provisions that may become
14 necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court
15 to resolve such disagreement.

16 81. Binding on Successors and Assigns: This Settlement Agreement will be binding
17 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
18 defined.

19 82. California Law Governs: All terms of this Settlement Agreement and Exhibits
20 hereto will be governed by and interpreted according to the laws of the State of California.

21 83. Execution and Counterparts: This Settlement Agreement is subject only to the
22 execution of all Parties. However, the Settlement Agreement may be executed in one or more
23 counterparts. All executed counterparts and each of them, including facsimile and scanned copies
24 of the signature page, will be deemed to be one and the same instrument provided that counsel for
25 the Parties will exchange among themselves original signed counterparts.

26 84. Acknowledgement that the Settlement is Fair and Reasonable: The Parties believe
27 this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have
28 arrived at this Settlement after arm's-length negotiations and in the context of adversarial

1 litigation, taking into account all relevant factors, present and potential. The Parties further
2 acknowledge that they are each represented by competent counsel and that they have had an
3 opportunity to consult with their counsel regarding the fairness and reasonableness of this
4 Settlement.

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

9 86. Waiver of Certain Appeals: The Parties agree to waive appeals and to stipulate to
10 class certification for purposes of this Settlement only; except, however, that either party may
11 appeal any court order that materially alters the Settlement Agreement's terms.

12 87. Class Action Certification for Settlement Purposes Only: The Parties agree to
13 stipulate to class action certification only for purposes of the Settlement. If, for any reason, the
14 Settlement is not approved, the stipulation to certification will be void. The Parties further agree
15 that certification for purposes of the Settlement is not an admission that class action certification
16 is proper under the standards applied to contested certification motions and that this Agreement
17 will not be admissible in this or any other proceeding as evidence that either: (a) a class action
18 should be certified or (b) Defendant is liable to Plaintiffs or any Class Member, other than
19 according to the Settlement's terms.

20 88. Non-Admission of Liability: The Parties enter into this Agreement to resolve the
21 dispute that has arisen between them and to avoid the burden, expense and risk of continued
22 litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it
23 has violated any federal, state, or local law; violated any regulations or guidelines promulgated
24 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached
25 any contract; violated or breached any duty; engaged in any misrepresentation or deception; or
26 engaged in any other unlawful conduct with respect to its employees. Neither this Agreement, nor
27 any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as
28 an admission or concession by Defendant of any such violations or failure to comply with any

1 applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this
2 Agreement and its terms and provisions shall not be offered or received as evidence in any action
3 or proceeding to establish any liability or admission on the part of Defendant or to establish the
4 existence of any condition constituting a violation of, or a non-compliance with, federal, state,
5 local or other applicable law.

6 89. Captions: The captions and section numbers in this Agreement are inserted for the
7 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
8 provisions of this Agreement.

9 90. Waiver: No waiver of any condition or covenant contained in this Settlement
10 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered
11 to imply or constitute a further waiver by such party of the same or any other condition, covenant,
12 right or remedy.

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

18 92. Mutual Preparation: The Parties have had a full opportunity to negotiate the terms
19 and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly
20 against one Party than another merely by virtue of the fact that it may have been prepared by
21 counsel for one of the Parties, it being recognized that, because of the arms-length negotiations
22 between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

23 93. Representation by Counsel: The Parties acknowledge that they have been
24 represented by counsel throughout all negotiations that preceded the execution of this Agreement,
25 and that this Agreement has been executed with the consent and advice of counsel and reviewed
26 in full. Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on the
27 Agreement.

28 94. All Terms Subject to Final Court Approval: All amounts and procedures described

1 in this Settlement Agreement herein will be subject to final Court approval.

2 95. Cooperation and Execution of Necessary Documents: The Parties agree to
3 cooperate to promote participation in the Settlement, and in seeking court approval of the
4 Settlement. The Parties and their counsel agree not to take any action to encourage any Class
5 Members to opt out of and/or object to the Settlement. Defendant agree not to obtain any settlement
6 agreement waivers, *Pick-Up Stix* agreements or arbitration agreements from any Class Member
7 prior to the funding of the Gross Settlement Amount concerning claims released via this
8 Agreement, or enter into any arbitration agreement with any Class Member that covers the claims
9 released via this Agreement during the Settlement approval process prior to the funding of the
10 Gross Settlement Amount and that the Parties will work in good faith to reach an agreement
11 approved by the Court.

12 96. Confidentiality: This settlement is not confidential; however, prior to Final
13 Approval, Class Counsel and Plaintiffs agree to make no statement to the media relative to the
14 Actions or the Agreement, agree to make no press or media release, agree not to post information
15 about the Actions or the Agreement on any website or social media site, and agree they will not
16 otherwise publicize the Actions or the terms of the Agreement in any way. Communications to the
17 Class regarding the Settlement of the Actions shall be made only pursuant to the Court-approved
18 Notice. Plaintiffs and Plaintiffs' Counsel further agree that they will not at any time issue any press
19 or media releases about the Settlement, or post information about the Settlement on any media site,
20 or engage in any advertising or distribution of any marketing materials relating to the Settlement
21 that in any manner identifies the Defendant, except that Class Counsel may identify this Settlement
22 in other litigation matters to demonstrate to the Court in such other matters their adequacy to serve
23 as class counsel. This provision does not apply to prevent any necessary disclosure to the Court or
24 the LWDA to seek approval of the Settlement, any court filings or Notices to be sent to Class
25 Members by the Settlement Administrator, or the posting of the final judgment of this Settlement
26 on the Settlement Administrator's website to the extent required by the Court in connection with
27 approval of the Settlement.

28 97. Binding Agreement: The Parties warrant that they understand and have full

1 authority to enter into this Settlement, and further intend that this Settlement Agreement will be
2 fully enforceable and binding on all Parties, and agree that it will be admissible and subject to
3 disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality
4 provisions that otherwise might apply under federal or state law.

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Dated: _____

PLAINTIFF

By: _____
Paul Anthony Enriquez

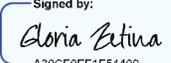
Dated: _____

D.LAW, INC.

By: _____
David Keledjian, Esq.
Attorneys for Plaintiff
Paul Anthony Enriquez

Dated: 5/28/2025

PLAINTIFF

By: 
Signed by:
A30CF0EF1F54408
Gloria Zetina

Dated: May 28, 2025

PROTECTION LAW GROUP, LLP

By: 
Amir Nayebdadash, Esq.
Attorneys for Plaintiff
Gloria Zetina

Dated: _____

DEFENDANT

CIRCOR AEROSPACE, INC.

By: _____

Name: _____

Title: _____

Dated: _____

VEDDER PRICE (CA) LLC

By: _____
Thomas H. Petrides
Attorneys for Defendant

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Dated: 5/29/2025

PLAINTIFF

By:  Signed by:
Paul Anthony Enriquez
4DC5AD5497A9417...

Dated: 05/29/2025

D.LAW, INC.

By: 
David Keledjian, Esq.
Attorneys for Plaintiff
Paul Anthony Enriquez

Dated: _____

PLAINTIFF

By: _____
Gloria Zetina

Dated: _____

PROTECTION LAW GROUP, LLP

By: _____
Amir Nayebdadash, Esq.
Attorneys for Plaintiff
Gloria Zetina

Dated: _____

DEFENDANT

CIRCOR AEROSPACE, INC.

By: _____
Name: _____
Title: _____

Dated: _____

VEDDER PRICE (CA) LLC

By: _____
Thomas H. Petrides
Attorneys for Defendant

Exhibit A

NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT

Enriquez and Zetina v. CIRCOR Aerospace, Inc.
Riverside County Superior Court, Case No. CVRI2500760

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

To: All current and former non-exempt employees who worked for CIRCOR Aerospace, Inc. in the State of California, at any time from October 21, 2020 through [DATE OF PRELIMINARY APPROVAL].

BASIC INFORMATION

1. What is this settlement about?

A lawsuit was commenced by Gloria Zetina, a former employee of CIRCOR Aerospace, Inc. (“Defendant”) on October 21, 2024. This case is currently pending in the United States District Court for the Central District of California, Case No. 5:24-cv-02578-KKDTB. On December 2, 2024, Paul Anthony Enriquez, another a former employee of CIRCOR Aerospace, Inc., also filed a class action lawsuit against Defendant, currently pending in the United States District Court for the Central District of California, Case No. 5:25-cv-00154-KKSHK. Paul Anthony Enriquez filed a second case against Defendant in a representative capacity on February 7, 2025, Riverside County Superior Court Case No. CVRI2500760, seeking to recover penalties pursuant to the California Private Attorneys General Act (“PAGA”). On May 23, 2025, Paul Anthony Enriquez and Gloria Zetina filed a First Amended Complaint in the Riverside County Superior Court Case alleging the same class action claims as alleged in the previous two lawsuits.

These lawsuits claim that Defendant violated sections of the California Labor Code and California Business and Professions Code. Specifically, Plaintiffs Gloria Zetina and Paul Anthony Enriquez (“Plaintiffs”) allege that Defendant failed to provide compliant meal and rest periods and associated premium pay, did not properly pay employees all wages owed for time worked, did not provide accurate wage statements, did not timely pay all wages during employment and all wages owed at termination of employment, failed to reimburse employees for necessary business expenses, failed to maintain required payroll records, and maintained unfair business practices. The Riverside County lawsuit also seeks to recover penalties pursuant to PAGA. The lawsuits claim that Defendant violated the California Labor Code and the California Business and Professions Code, entitling Class Members to, *inter alia*, damages, penalties and restitution. Defendant denies all alleged violations and denies that it owes Class Members any wages, penalties, payments or remedies. The Court has not made a ruling on the merits of the case.

2. Why is this a class action?

In a class action, one or more people called the Class Representative (in this case, Gloria Zetina and Paul Anthony Enriquez, also known as “Plaintiffs”), sue on behalf of people who appear to have similar claims (in this case all individuals who were employed by Defendant CIRCOR Aerospace, Inc. in the state of California as non-exempt employees at any time from October 21, 2020, through [DATE OF PRELIMINARY APPROVAL]). All these people are referred to here as Class Members. In a class action one court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The Riverside County Superior Court is in charge of this class action.

3. Why is there a settlement?

The Court has not decided in favor of the Plaintiffs or Defendant. Instead, both sides agreed to a settlement which is memorialized in the Joint Stipulation of Class Action and PAGA Settlement (“Agreement” or “Settlement”). On [DATE OF PRELIMINARY APPROVAL] the Court granted preliminary approval of the Settlement, appointed Plaintiffs Gloria Zetina and Paul Anthony Enriquez as the Class Representatives, and appointed their attorneys at Protection Law Group, LLP and D.Law, Inc. as counsel for the Class (“Class Counsel”). The Court has not made a final ruling on whether the settlement is fair, adequate, and reasonable. Instead, the Court has found that the settlement within the range of reasonableness that could be approved. A Final Determination on whether to approve the settlement will be made at the hearing on [REDACTED]. The Class Representative and Class Counsel think the Settlement is best for the Class.

WHO IS IN THE SETTLEMENT?

4. How do I know if I am part of the settlement?

You are part of the Settlement, and a Class Member, if you were employed by Defendant as a non-exempt employee in the state of California at any time between October 21, 2020, and [DATE OF PRELIMINARY APPROVAL].

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What does the settlement provide?

The Settlement provides that Defendant will pay a maximum of Four Hundred Thousand Dollars (\$400,000.00) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel.

The “Net Settlement Amount” is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed one-third (1/3) of the Gross Settlement Amount or One Hundred Thirty-Three Thousand Three Hundred Thirty-Three Dollars (\$133,333.00);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Thirty Thousand Dollars (\$30,000);
- C. **Service Awards to the Class Representatives** in an amount not to exceed Five Thousand Dollars each, for a total sum of Ten Thousand Dollars (\$10,000.00);
- D. **Settlement Administration Costs** which are currently estimated to be Six Thousand Nine Hundred Ninety Dollars (\$6,990.00); and
- E. **PAGA Payment** in the amount of Forty Thousand Dollars (\$40,000.00) for the settlement of claims arising under the Private Attorney’s General Act of 2004 (PAGA). Sixty-Five percent (65%) of this amount, (\$26,000.00) shall be paid to the LWDA. The remaining thirty-five percent (35%) (\$14,000.00) will be distributed to the non-exempt employees who worked for Defendant from December 2, 2023, to [DATE OF PRELIMINARY APPROVAL] for the release of their claims arising under PAGA.

The amount you are eligible to receive from the settlement, your “Individual Settlement Payment” will be determined on a *pro rata* basis, based on the number of weeks you worked in California as a non-exempt employee of Defendant from October 21, 2020, through [DATE OF PRELIMINARY APPROVAL] (“Workweeks”) for the Class Action settlement and the number of Pay Periods you worked from December 2, 2023 through [DATE OF PRELIMINARY APPROVAL] for the PAGA settlement. Your Individual Settlement Payment includes both your estimated share of the Net Settlement Amount and, if eligible, your share of the PAGA Payment.

The Class Portion of your Individual Settlement Payment will be apportioned as twenty percent (20%) wages and eighty percent (80%) interest and penalties. The PAGA Portion of your Individual Settlement Payment will be

allocated 100% as penalties. The wage portion of the Individual Settlement Payment will be subject to withholding for the employee taxes and will be reported on a W-2 Form. Employer-side payroll taxes shall be paid separately from and in addition to the Gross Settlement Amount. The penalties and interest portions of each class member's settlement payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

You worked XXX workweeks during the Class Period. The Class Portion of your Individual Settlement Payment is \$XXX.XX. The amount of the payment may change depending on the number of timely and valid requests for exclusions submitted in the Settlement, if any.

You worked XXX Pay Periods during the PAGA Period. The PAGA Portion of your Individual Settlement Payment is \$XXX.XX.

This Amount was determined based on Defendant's record of your employment between from [REDACTED], and [REDACTED], and is presumed correct. If you dispute the accuracy of Defendant's records as to the number of weeks worked during the Class Period or PAGA Period, you must contact the Settlement Administrator and provide any documentation you have supporting such dispute by [DATE]. All disputes regarding your workweeks will be resolved and decided by the Parties or if the Parties cannot agree, the Court, after you submit evidence to the Settlement Administrator. The Settlement Administrator's contact information is listed below:

Phoenix Class Action Administration Solutions
1411 N. Batavia St, Suite 105
Orange, CA 92867
(800) 523-5773

HOW TO GET A PAYMENT FROM THE SETTLEMENT

6. How can I get a payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement.

7. What am I giving up if I do not request to be excluded from the Settlement?

Upon the Court granting final settlement approval that becomes effective and not subject to appeal, in exchange for the consideration set forth by the Settlement, Class Members who do not submit a timely request for exclusion will release the "Released Parties" from the "Released Class Claims" that arose during the "Class Period."

The "Released Parties" include Defendant CIRCOR Aerospace, Inc. and its past, present, and/or future related entities, parents, subsidiaries and affiliates, and each of their respective members, owners, partners, shareholders, officers, directors, managing agents, supervisors, employees, agents, attorneys, insurers, successors and assigns.

The "Released Class Claims" include all claims, rights, demands, liabilities and causes of actions that are alleged, or that reasonably could have been alleged, based on the facts asserted in the operative complaint in the Action, including, but not limited to the following claims: (i) any and all federal (including FLSA), state, local and common law claims for unpaid wages and overtime compensation (including, but not limited to any claims based on alleged improper rounding or working "off-the-clock"); (ii) unpaid minimum wages (including but not limited to any claims based on arriving to or departing from work or passing through security, COVID-19, or other lines); (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to provide meal periods or compensation in lieu thereof; (v) failure to pay wages timely at time of termination or resignation, including any related waiting time penalties; (vi) failure to timely pay wages during employment; (vii) statutory penalties (including but not limited to penalties based on alleged wage statement and/or payroll record violations); (viii) failure to reimburse necessary business expenses; and (ix) unfair business practices, including all related claims for any attorneys' fees, interest, penalties and costs.

The “Class Period” during which the release of Released Class Claims pertains is from October 21, 2020, to [DATE OF PRELIMINARY APPROVAL].

Additionally, all current and former non-exempt employees of Defendant who were employed by Defendant in the State of California between December 2, 2023, and [DATE OF PRELIMINARY APPROVAL] shall release the Released PAGA Claims that arose during the PAGA Period. You cannot opt-out of the release of the claims alleged under PAGA.

The “Released PAGA Claims” include: all claims under the California Labor Code Private Attorneys General Act of 2004 for civil penalties that could have been premised on the facts alleged in Plaintiff Paul Anthony Enriquez’s December 2, 2024, PAGA Letter to the LWDA or any facts alleged in the Actions, including but not limited to penalties that could have been awarded based on alleged violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 515, 558, 558.1 1174, 1774.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698, 2699, et seq., and 2802; provisions of the Industrial Welfare Commission Wage Orders; and California Business & Professions Code § 17200, et seq, including all related claims for any attorneys’ fees, interest, penalties and costs.

The “PAGA Period” during which the release of the Released PAGA Claims pertains is from December 2, 2023, to [DATE OF PRELIMINARY APPROVAL].

EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

If you want to keep the right to sue or continue to sue Defendant with respect to the Released Class Claims then you must submit a request for exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive payment from the Net Settlement Amount. However, if eligible, you will still receive a payment for your *pro rata* share of the PAGA Payment because the Request for Exclusion does not apply to this claim.

8. How can I not participate in the Settlement?

To exclude yourself from the release of Released Class Claims you must submit a written request for exclusion. You must include your name, address, telephone number and the last four digits of your social security number and/or Employee ID number. Your request for exclusion must include a clear statement that you do not wish to be included in this action.

The written for Exclusion must be mailed to the Settlement Administrator at the address listed below, post-marked by [DATE]. You cannot exclude yourself by phone.

Phoenix Class Action Administration Solutions
1411 N. Batavia St, Suite 105
Orange, CA 92867
(800) 523-5773

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will not be legally bound by the release of Released Class Claims.

You may be able to sue Defendant and/or the Released Parties or continue any suit you have pending against Defendant or the Released Parties, regarding the Released Class Claims. However, the PAGA claims as described in this Notice will be released even if you exclude yourself from the Settlement.

Defendant encourage all employees to participate in the Settlement and to not exclude yourself (“opt-out”). Defendant has agreed to pay the full settlement amount even if employees do opt-out, so your settlement share will just be distributed to the other employees if you opt-out and no amount of your settlement will revert back to Defendant.

9. If I don't exclude myself, can I sue Defendant for the same thing later?

No. Unless you submit a request for exclusion, you give up the right to sue Defendant and Released Parties for the Released Class Claims. If you have a pending lawsuit involving the Released Class Claims, speak to your lawyer in that lawsuit immediately.

10. If I exclude myself, can I get money from this settlement?

If you exclude yourself, you will not receive a portion of the Net Settlement Amount, as defined in Item 5, above. You will only receive your *pro rata* share of the PAGA Payment if you worked between December 2, 2023, and **DATE OF PRELIMINARY APPROVAL** because the Request for Exclusion does not apply to the PAGA claim.

But if you submit a timely and valid request for exclusion, you retain any right that you may have to sue, continue to sue, or be part of a different lawsuit against Released Parties for Released Class Claims.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The Court has approved PROTECTION LAW GROUP, LLP and D.LAW, INC. as Class Counsel. The firms' contact information is:

PROTECTION LAW GROUP LLP

Ryan Chuman, Esq.
Arnel O. Tan, Esq.
Joseph O. Marshall, Esq.
Christine V. Reyes, Esq.
149 Sheldon Street
El Segundo, California 90245
Telephone: (424) 290-3095
Facsimile: (866) 264-7880

D.LAW, INC.

Emil Davtyan, Esq.
David Yeremian, Esq.
David Keledjian, Esq.
Elizabeth Harrier, Esq.
450 N Brand Blvd, Suite 840
Glendale, California 91203
Telephone: (818) 962-6465
Facsimile: (818) 962-6469

Class Counsel will ask the Court for attorneys' fees of up to \$133,333.00 and reimbursement of litigation cost/expenses of up to \$30,000.00. These amounts are subject to Court approval and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

You can object to the Settlement or some part of it.

12. How do I tell the Court if I don't like the settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail your objection to the Settlement

Administrator no later than [DATE]. Your objection must include your full name, address, telephone number, the last four digits of your social security number or employee ID number, and the specific reason for your objection. You may also come to the Final Approval Hearing on [DATE], either personally or through your own attorney, and make an objection at that time, regardless of whether you submitted a written objection. However, if you exclude yourself from the Settlement, then you are not allowed to object to the Settlement.

13. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT’S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement (“Final Approval Hearing”). You may attend, but you do not have to attend.

14. When and where will the Court decide whether to approve the settlement?

The Court will hold the Final Approval Hearing at [REDACTED] a.m./p.m. on [REDACTED], 2025], in Department [REDACTED] of the Riverside Historic Courthouse, located at 4050 Main Street, Riverside, CA 92501.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them. The Court will also decide whether to grant the attorneys’ fees and costs being sought by Class Counsel, and whether to grant the Service Awards being sought by the two named Plaintiffs.

The Court may continue the Final Approval Hearing to a later date without providing any further written notice to you. Accordingly, if you plan to attend this hearing in person, you should check with Class Counsel first to confirm the date and time of the hearing.

15. Do I have to come to the hearing?

No. If you agree to the Settlement you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf. You may attend in person, but you may also attend remotely if you wish. Remote appearances may be scheduled through the Riverside County Superior Court’s website at <https://www.riverside.courts.ca.gov/remoteppearance>.

16. How will I learn if the settlement was approved

A notice of final judgment will be posted on the Settlement Administrator website located at [www.\[REDACTED\].com](http://www.[REDACTED].com)

IF YOU DO NOTHING

17. What happens if I do nothing at all?

If you do nothing, you will receive your share of the Settlement, and you will release the Released Class Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or Released Parties about the Released Class Claims, ever again. Your Individual Settlement Payment will be mailed to you and remain valid and negotiable for 180 days. If you do not cash your settlement check within 180 days, these funds will

be transferred to the Controller of the State of California's Unclaimed Property Fund. You may then claim these funds from there.

GETTING MORE INFORMATION

18. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by viewing the settlement located on the Settlement Administrator's website at  or by contacting the Settlement Administrator or Class Counsel.

Class Administrator

**Phoenix Class Action
Administration Solutions**
1411 N. Batavia St, Suite 105
Orange, CA 92867
(800) 523-5773

Class Counsel

PROTECTION LAW GROUP, LLP

Ryan Chuman, Esq.
Arnel O. Tan, Esq.
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149 Sheldon Street
El Segundo, California 90245
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Elizabeth Harrier, Esq.
450 N Brand Blvd, Suite 840
Glendale, California 91203
Telephone: (818) 962-6465
Facsimile: (818) 962-6469

WHAT IF MY INFORMATION CHANGES?

19. What if my contact information changes ?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE