

JOINT STIPULATION OF CLASS ACTION SETTLEMENT

This Joint Stipulation of Class Action Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”) is made and entered into by and between Plaintiff Miguel Avila (“Plaintiff” or “Class Representative”), individually, and on behalf of all others similarly situated, and Defendant Weber Metals, Inc. (“Defendant”) (together, Plaintiff and Defendant are referred to as “Parties” and individually as “Party”).

This Settlement Agreement shall be binding on Plaintiff, Settlement Class Members (as defined herein), and Defendant, subject to the terms and conditions hereof and the approval of the Court.

RECITALS

1. On February 16, 2024, Plaintiff filed a Class Action Complaint for Damages (“Operative Complaint”) in the action entitled *Miguel Avila v. Weber Metals, Inc.*, Los Angeles County Superior Court Case No. 24STCV04071 (“Action”), thereby commencing a putative class action against Defendant.

2. The Operative Complaint alleges nine (9) causes of action for violations of the California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure to provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant rest periods and premium payments in lieu thereof, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to timely pay wages upon termination, failure to reimburse necessary business expenses, and for violation of California Business & Professions Code Section 17200, *et seq.* based on the aforementioned California Labor Code violations.

3. Defendant denies all material allegations set forth in the Operative Complaint and has asserted numerous affirmative defenses. Defendant further denies that it has any liability of any kind associated with the claims alleged in the Action. Defendant contends that it has fully complied with both federal and state wage-and-hour laws, and all other laws regulating its relationship with the Plaintiff and the Class Members. Notwithstanding, in the interest of avoiding further litigation, Defendant desires to fully and finally settle the Action and Released Claims (as defined herein).

4. Class Counsel represents that it diligently investigated the class claims against

1 c. “Class Counsel” means Jonathan M. Genish, Barbara DuVan-Clarke, P.J. Van
2 Ert, Danielle GruppChang, and Annabel Blanchard of Blackstone Law, APC, who will seek to be
3 appointed counsel for the Class.

4 d. “Class List” means a complete list of all Class Members that Defendant will
5 diligently and in good faith compile from its records and provide to the Settlement Administrator. The
6 Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following
7 information for each Class Member: (1) full name; (2) last known mailing address; (3) Social Security
8 number; (4) dates worked for Defendant during the Class Period; and (5) such other information as is
9 necessary for the Settlement Administrator to determine the number of Workweeks.

10 e. “Class Notice” means the Notice of Class Action Settlement, in the form
11 attached hereto as “**Exhibit A**,” or a substantially similar notice approved by the Court.

12 f. “Class Period” means the period from February 16, 2020 through September 6,
13 2025.

14 g. “Court” means the Superior Court of the State of California for the County of
15 Los Angeles.

16 h. “Defendant’s Counsel” means Brian C. Sinclair and Noell Rice of Rutan &
17 Tucker, LLP.

18 i. “Effective Date” means the later of (i) the 61st day after service of notice of
19 entry of the Final Approval Order and Judgment, if no appeal, review, or writ has been filed; or (ii) if
20 an appeal, review, or writ is sought from the Final Approval Order and Judgment, the day after the
21 Final Approval Order and Judgment are affirmed or the appeal, review, or writ is dismissed or denied,
22 and the Final Approval Order and Judgment are no longer subject to further judicial review. The
23 Effective Date is conditioned upon the Court’s having entered a Final Approval Order and Judgment
24 as set forth in this Agreement.

25 j. “Employer Taxes” means the employer’s share of taxes and contributions in
26 connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendant
27 in addition to the Gross Settlement Amount.

28 k. “Enhancement Payment” means the amount to be paid to Plaintiff, in

1 recognition of his effort and work in prosecuting the Action on behalf of Class Members, and general
2 release of claims, as set forth in Paragraph 11.

3 l. “Final Approval” means the determination by the Court that the Settlement is
4 fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

5 m. “Final Approval Hearing” means the hearing at which the Court will consider
6 and determine whether the Settlement should be granted Final Approval.

7 n. “Final Approval Order and Judgment” means the order granting final approval
8 of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the
9 Parties, and subject to approval by the Court, which Plaintiff will submit to the Court with the motion
10 for final approval of the Settlement.

11 o. “Gross Settlement Amount” means the amount of One Million Nine Hundred
12 Ninety-Five Thousand Dollars and Zero Cents (\$1,995,000.00) to be paid by Defendant in full
13 satisfaction of the Action and Released Claims, which includes all Attorneys’ Fees and Costs, the
14 Enhancement Payment, Settlement Administration Costs, and Net Settlement Amount to be paid to
15 the Settlement Class Members. Defendant shall pay the Employer Taxes in addition to the Gross
16 Settlement Amount. The Gross Settlement Amount is non-reversionary; no portion of the Gross
17 Settlement Payment will return to Defendant. The Gross Settlement Amount is subject to increase, as
18 provided in Paragraph 13.

19 p. “Individual Settlement Payment” means the payment of each Settlement Class
20 Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and
21 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in
22 Paragraph 15.

23 q. “Individual Settlement Share” means the *pro rata* share of the Net Settlement
24 Amount that a Class Member may be eligible to receive under the Settlement, to be calculated in
25 accordance with Paragraph 14.

26 r. “Net Settlement Amount” means the portion of the Gross Settlement Amount
27 that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount
28 less the Court-approved Attorneys’ Fees and Costs, Enhancement Payment, and Settlement

1 Administration Costs.

2 s. "Notice of Objection" means a Settlement Class Member's written objection to
3 the Settlement, which must: (a) contain the case name and number of the Action; (b) contain the
4 objector's full name, signature, address, telephone number, and the last four (4) digits of the objector's
5 Social Security number; (c) contain a written statement of all grounds for the objection accompanied
6 by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents
7 upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the
8 specified address, postmarked on or before the Response Deadline.

9 t. "Preliminary Approval" means the date on which the Court enters the
10 Preliminary Approval Order.

11 u. "Preliminary Approval Order" means the order granting preliminary approval
12 of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by
13 the Court.

14 v. "Released Claims" means any and all claims against Defendant and the other
15 Released Parties that arise from the facts, matters, transactions or occurrences alleged in the Action or
16 that could have been alleged in the Action based on such facts, arising during the Class Period. Without
17 limiting the foregoing, and in addition to the foregoing, Released Claims shall specifically include
18 claims for Defendant's alleged failure to: pay all wages earned for all hours worked at the correct rate
19 including overtime, straight, and minimum wages, provide compliant meal and rest periods and
20 associated premium payments, timely pay wages during employment and upon termination, provide
21 accurate wage statements, and reimburse necessary business-related expenses; abide by California
22 Labor Code Sections 201, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.7, 227.3, 245-248.6, 510,
23 512, 1174(d), 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial
24 Welfare Commission Wage Order, violations of all related or corresponding federal laws, and
25 California Business and Professions Code sections 17200, *et seq.*; recoverable interest; and
26 recoverable attorneys' fees and costs.

27 w. "Released Parties" means Defendant and its current and former officers,
28 directors, members, employees, insurers, owners, investors, shareholders, parent companies,

1 subsidiaries, affiliates, predecessors, successors, agents, attorneys, representatives, assigns, and any
2 other individual or entity that could be jointly liable with Defendant for the Released Claims.

3 x. "Request for Exclusion" means a letter submitted by a Class Member indicating
4 a request to be excluded from the Settlement, which must: (a) contain the case name and number of
5 the Action; (b) contain the Class Member's full name, signature, address, telephone number, and last
6 four (4) digits of the Class Member's Social Security number; (c) clearly state that the Class Member
7 does not wish to be included in the Settlement; and (d) be returned by mail to the Settlement
8 Administrator at the specified address, postmarked on or before the Response Deadline.

9 y. "Response Deadline" means the deadline by which Class Members must submit
10 a Request for Exclusion, Notice of Objection, and/or Workweeks Dispute, which shall be the date that
11 is forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement
12 Administrator to Class Members, unless the 45th day falls on a Sunday or Federal holiday, in which
13 case the Response Deadline will be extended to the next day on which the United States Postal service
14 is open. The Response Deadline may also be extended by express agreement between Class Counsel
15 and Defendant's Counsel. In the event that a Class Notice is re-mailed to a Class Member, the
16 Response Deadline for that Class Member shall be extended fifteen (15) calendar days from the
17 original Response Deadline.

18 z. "Settlement Administrator" means Apex Class Action, LLC, or any other third-
19 party class action settlement administrator agreed to by the Parties and approved by the Court for
20 purposes of administering the Settlement. The Parties and their counsel each represent that they do
21 not have any financial interest in the Settlement Administrator or otherwise have a relationship with
22 the Settlement Administrator that could create a conflict of interest.

23 aa. "Settlement Administration Costs" means the costs payable from the Gross
24 Settlement Amount to the Settlement Administrator for administering the Settlement, as set forth in
25 Paragraph 12.

26 bb. "Settlement Class" or "Settlement Class Member(s)" means all Class Members
27 who do not submit a timely and valid Request for Exclusion.

28 cc. "Workweeks" means the number of weeks each Class Member worked for

1 Defendant as a Class Member during the Class Period. Workweeks will be calculated based on actual
2 time data, which is the method that Defendant used to calculate estimated workweeks for the
3 mediation.

4 dd. "Workweeks Dispute" means a letter submitted by a Class Member disputing
5 the number of Workweeks which have been credited to them, which must: (a) contain the case name
6 and number of the Action; (b) contain the Class Member's full name, signature, address, telephone
7 number, and the last four (4) digits of the Class Member's Social Security number; (c) clearly state
8 that the Class Member disputes the number of Workweeks credited to the Class Member and what the
9 Class Member contends is the correct number; (d) documentary evidence sufficient to prove that
10 Defendant's calculation of the Workweeks for the Class Member is incorrect, if any; and (e) be
11 returned by mail to the Settlement Administrator at the specified address, postmarked on or before the
12 Response Deadline.

13 **CLASS CERTIFICATION**

14 8. For the purposes of this Settlement only, the Parties stipulate to the certification of the
15 Class.

16 9. The Parties agree that certification for the purpose of settlement is not an admission
17 that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for
18 whatever reason, the Court not grant Final Approval, the Parties' stipulation to class certification as
19 part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not
20 be admissible in connection with, the issue of whether or not certification would be inappropriate in a
21 non-settlement context.

22 **TERMS OF THE AGREEMENT**

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

25 10. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application
26 or motion by Class Counsel for attorneys' fees in the amount up to thirty-five percent (35%) of the
27 Gross Settlement Amount (i.e., \$698,250.00 if the Gross Settlement Amount is \$1,995,000.00) and
28 reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement

1 of the Action, in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00),
2 both of which will be paid from the Gross Settlement Amount. These amounts will cover any and all
3 work performed and any and all costs incurred by Class Counsel in connection with the litigation of
4 the Action, including without limitation all work performed and costs incurred to date, and all work
5 to be performed and all costs to be incurred in connection with obtaining the Court's approval of this
6 Settlement Agreement, including any objections raised and any appeals necessitated by those
7 objections. The Parties agree that this Agreement shall not be voided or nullified if the Court decides
8 to award lesser Attorneys' Fees and Costs than requested by Class Counsel. Class Counsel shall be
9 solely and legally responsible for correctly characterizing this compensation for tax purposes and for
10 paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form
11 1099 to Class Counsel for the Attorneys' Fees and Costs. Any portion of the requested Attorneys'
12 Fees and Costs that is not awarded by the Court to Class Counsel shall be reallocated to the Net
13 Settlement Amount for the benefit of the Settlement Class Members. Except as provided in this
14 Paragraph 10, each Party will bear its own attorneys' fees, costs, and expenses incurred in the
15 prosecution, defense, or settlement of the Action.

16 11. Enhancement Payment. Defendant agrees not to oppose or impede any application or
17 motion by Plaintiff for an Enhancement Payment in the amount up to Seven Thousand Five Hundred
18 Dollars and Zero Cents (\$7,500.00). The Parties agree that this Agreement shall not be voided or
19 nullified if the Court awards a lesser Enhancement Payment. The Enhancement Payment, which will
20 be paid from the Gross Settlement Amount, subject to Court approval, will be in addition to Plaintiff's
21 Individual Settlement Payment as a Settlement Class Member. Plaintiff shall be solely and legally
22 responsible for correctly characterizing this compensation for tax purposes and for paying any taxes
23 on the amounts received. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff for
24 the Enhancement Payment. Any portion of the requested Enhancement Payment that is not awarded
25 by the Court to Plaintiff shall be reallocated to the Net Settlement Amount for the benefit of the
26 Settlement Class Members.

27 12. Settlement Administration Costs. The Settlement Administrator will be paid for the
28 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,

1 which is currently estimated not to exceed Twelve Thousand Dollars (\$12,000). These costs, which
2 will be paid from the Gross Settlement Amount, subject to Court approval, will include, *inter alia*,
3 translating the Class Notice to Spanish, printing, distributing, and tracking Class Notices and other
4 documents for the Settlement, calculating and distributing payments due under the Settlement, issuing
5 of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances,
6 providing necessary reports and declarations, and other duties and responsibilities set forth herein to
7 process the Settlement, and as requested by the Parties. To the extent the actual Settlement
8 Administrator's costs are greater than the estimated amount stated herein, such excess amount will be
9 paid solely from the Gross Settlement Amount and Defendant will not be responsible for paying any
10 additional funds in order to pay these additional costs, unless Defendant is solely responsible for the
11 increase in costs. Any portion of the estimated, designated, and/or awarded Settlement Administration
12 Costs which are not in fact required to fulfill payment to the Settlement Administrator to undertake
13 the required settlement administration duties shall be reallocated to the Net Settlement Amount for the
14 benefit of the Settlement Class Members.

15 13. Escalator Clause. Defendant has represented that the Class Members worked a total of
16 63,000 Workweeks through May 1, 2025, the date the Parties mediated the dispute. The Parties
17 negotiated the Gross Settlement Amount based on the expected Workweeks increasing by up to 10%
18 through the end of the Class Period (i.e., up to 69,300 Workweeks). If it is determined by the
19 Settlement Administrator that the total number of Workweeks worked by the Class Members during
20 the Class Period exceeds 63,000 by more than 10% through the end of the Class Period (i.e., is more
21 than 69,300 Workweeks), then the Defendant will increase the Gross Settlement Amount on a *pro rata*
22 basis based on the number of Workweeks worked by the Class Members above 10%. For each
23 Workweek above 69,300, Defendant will pay an additional Thirty-One Dollars and Sixty-Six Cents
24 (\$31.66), to be added to the Gross Settlement Amount.

25 14. Individual Settlement Share Calculations. Individual Settlement Shares will be
26 calculated and apportioned from the Net Settlement Amount based on the Class Members' number of
27 Workweeks, as follows:

28 a. After Preliminary Approval, the Settlement Administrator will divide the Net

1 Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek
2 Value,” and multiply each Class Member’s individual Workweeks by the Estimated Workweek Value
3 to yield each Class Member’s estimated Individual Settlement Share that the Class Member may be
4 entitled to receive under the Settlement.

5 b. After Final Approval, the Settlement Administrator will divide the final Net
6 Settlement Amount by the Workweeks of all Settlement Class Members to yield the “Final Workweek
7 Value,” and multiply each Settlement Class Member’s individual Workweeks by the Final Workweek
8 Value to each Settlement Class Member’s final Individual Settlement Share.

9 c. The Parties acknowledge and agree that the formula used to calculate the
10 Individual Settlement Share does not mean that all of the elements of damages, restitutionary relief,
11 and penalties alleged in the Action are not being taken into account. The above formula was devised
12 as a practical and logistical method to simplify the participation process.

13 d. The Parties agree that under no circumstances shall Defendant be obligated to
14 pay any amount under this Agreement to any Class Member other than Settlement Class Members. In
15 addition, the Parties agree that under no circumstances shall Defendant be obligated to pay more than
16 the Gross Settlement Amount in full settlement of the Action, other than any applicable Employer
17 Taxes.

18 15. Tax Treatment of Individual Settlement Shares. Each Individual Settlement Share will
19 be allocated as follows: fifteen percent (15%) wages and eighty-five percent (85%) interest and
20 waiting-time penalties, liquidated damages, and all other non-wage damages paid to employees related
21 to the claims released under Section 7(v). The portion allocated to wages will be reported on an IRS
22 Form W-2 and the portions allocated to penalties, interest, and non-wage damages will be reported on
23 an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement Administrator will
24 withhold the employee’s share of taxes and withholdings with respect to the wages portion of the
25 Individual Settlement Shares, and issue checks to Settlement Class Members for their Individual
26 Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and
27 withholdings). The Employer Taxes will be paid in addition to the Gross Settlement Amount.

28 16. Administration of Taxes by the Settlement Administrator. The Settlement

1 Administrator will be responsible for issuing to Plaintiff, Settlement Class Members, and Class
2 Counsel any tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as may be required by law for all
3 amounts paid pursuant to this Settlement Agreement. The Settlement Administrator will also be
4 responsible for calculating the Employer Taxes and forwarding all payroll taxes and other legally
5 required withholdings to the appropriate government authorities.

6 17. Tax Liability. Plaintiff, Class Counsel, Defendant, and Defendant’s Counsel do not
7 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or
8 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff and
9 Settlement Class Members are not relying on any statement, representation, or calculation by
10 Defendant, the Settlement Administrator, or Class Counsel in this regard. Plaintiff and Settlement
11 Class Members understand and agree that Plaintiff and Settlement Class Members will be solely
12 responsible for the payment of any taxes and penalties assessed on the payments described in this
13 Settlement Agreement. Plaintiff and Settlement Class Members should consult with their tax advisors
14 concerning the tax consequences of any payment they receive under the Settlement.

15 18. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT
16 (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY
17 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN
18 “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
19 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
20 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISORS, IS
21 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
22 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
23 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART
24 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
25 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
26 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B)
27 HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE
28 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY

1 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
2 DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY
3 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
4 ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION
5 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S
6 TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY
7 BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX
8 TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY
9 TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

10 19. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the
11 Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually
12 are issued to the payee. It is expressly understood and agreed that payments made under this
13 Settlement shall not in any way entitle Plaintiff or Settlement Class Members to additional
14 compensation or benefits under any new or additional compensation or benefits, or any bonus,
15 incentive plan, profit-sharing plan, contest, vacation plan, sick leave plan, PTO plan, or other
16 compensation or benefit plan or agreement in place during or after the Class Period, nor will it entitle
17 Plaintiff or Settlement Class Members to any increased retirement, 401K benefits or matching benefits,
18 stock purchase plan, or deferred compensation benefits (notwithstanding any contrary language or
19 agreement in any benefit or compensation plan document that might have been in effect during the
20 Class Period). Rather, it is the Parties' intention that this Agreement will not affect any rights,
21 contributions, or amounts which any Class Member may be entitled to under any benefit plans.

22 20. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.
23 Plaintiff will obtain a hearing date from the Court for Plaintiff's motion for preliminary approval of
24 the Settlement, which Class Counsel will be responsible for drafting, and submit this Settlement
25 Agreement to the Court in support of said motion. Class Counsel will provide Defendant's Counsel a
26 reasonable opportunity to review, and provide comments to, the preliminary approval motion and
27 supporting papers before filing it with the Court. Defendant agrees not to oppose the motion for
28 preliminary approval of the Settlement so long as the motion is consistent with this Settlement

1 Agreement. By way of said motion, Plaintiff will apply for the entry of the Preliminary Approval
2 Order seeking the following:

- 3 a. Conditionally certifying the Class for settlement purposes only;
- 4 b. Granting Preliminary Approval of the Settlement;
- 5 c. Preliminarily appointing Plaintiff as the representative of the Class;
- 6 d. Preliminarily appointing Class Counsel as counsel for the Class;
- 7 e. Approving as to form and content, the mutually-agreed upon and proposed
8 Class Notice and directing its mailing by First Class U.S. Mail;
- 9 f. Approving the manner and method for Class Members to request exclusion
10 from or object to the Settlement as contained herein and within the Class Notice; and
- 11 g. Scheduling a Final Approval Hearing at which the Court will determine whether
12 Final Approval of the Settlement should be granted.

13 21. Delivery of Class List. Within fourteen (14) calendar days of Preliminary Approval,
14 Defendant will provide the Class List to the Settlement Administrator. The Settlement Administrator
15 will keep the list confidential and use it only for the purposes described in this Agreement, except it
16 shall be provided to Class Counsel upon request with names, Social Security Numbers and address
17 information redacted, and Class Counsel agrees to use such information only for the purposes
18 described in this Agreement.

19 22. Notice by First-Class U.S. Mail.

20 a. Within fourteen (14) calendar days after receiving the Class List from
21 Defendant, the Settlement Administrator will perform a search based on the National Change of
22 Address Database or any other similar services available, such as provided by Experian, for
23 information to update and correct for any known or identifiable address changes, and will mail a Class
24 Notice in English and Spanish (in the form attached as **Exhibit A** to this Settlement Agreement) to all
25 Class Members via First-Class U.S. Mail, using the most current, known mailing addresses identified
26 by the Settlement Administrator.

27 b. Any Class Notice returned to the Settlement Administrator as undeliverable on
28 or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding

1 address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on
2 the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly
3 attempt to determine the correct address using a skip-trace or other search, using the name, address,
4 and/or Social Security number of the Class Member, and perform a single re-mailing within five (5)
5 calendar days.

6 c. Compliance with the procedures described herein above shall constitute due and
7 sufficient notice to Class Members of the Settlement and shall satisfy the requirements of due process.
8 Nothing else shall be required of or done by the Parties, Class Counsel, or Defendant's Counsel to
9 provide notice of the Settlement.

10 d. Within 14 calendar days after the Response Deadline, the Settlement
11 Administrator will provide Class Counsel and Defendant's counsel with a report listing the amount of
12 all Individual Settlement Payments to be made to the Settlement Class Members. The report to Class
13 Counsel will not include the names, Social Security Numbers, or contact information of Settlement
14 Class Members.

15 23. Disputes Regarding Workweeks. Class Members will have an opportunity to dispute
16 the number of Workweeks which have been credited to them, as reflected in their respective Class
17 Notices, by submitting a timely and valid Workweeks Dispute to the Settlement Administrator, by
18 mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing
19 envelope will be the exclusive means to determine whether a Workweeks Dispute has been timely
20 submitted. Upon receipt of notice of a Workweek Dispute, the Settlement Administrator shall promptly serve
21 Defendant's counsel with a copy of the Workweek Dispute and any accompanying papers. Defendant's
22 counsel will inform Class Counsel of any such dispute. Absent evidence rebutting the accuracy of
23 Defendant's records and data as they pertain to the number of Workweeks to be credited to a disputing
24 Class Member, Defendant's records will be presumed to be correct and determinative of the dispute.
25 However, if a Class Member produces information and/or documents to the contrary, Defendant shall
26 have the right to respond to the Workweek Dispute by any Class Member. Then, the Settlement
27 Administrator will evaluate the materials submitted by the Class Member and Defendant's response
28 and the Settlement Administrator will resolve and determine the number of eligible Workweeks that

1 the disputing Class Member should be credited with under the Settlement. The Settlement
2 Administrator's decision on such disputes will be final and non-appealable. The Settlement
3 Administrator's determination will be subject to review by the Court at the time of the Final Approval
4 Hearing so long as the Settlement Class Member submits an objection to the Settlement
5 Administrator's determination at or before the Final Approval Hearing.

6 24. Requesting Exclusion from the Settlement. Any Class Member wishing to be excluded
7 from the Settlement must submit a timely and valid Request for Exclusion to the Settlement
8 Administrator, by mail, postmarked on or before the Response Deadline. The date of the postmark on
9 the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion
10 has been timely submitted.

11 a. Upon receipt of any Request for Exclusion within the Response Deadline, the
12 Settlement Administrator shall review the Request for Exclusion to confirm that it complies with the
13 requirements of this Agreement. If the Settlement Administrator receives a timely Request for
14 Exclusion that is incomplete, it will make reasonable attempts to contact the Class Member to cure the
15 defect. The Settlement Administrator will not consider any Request for Exclusion postmarked after
16 the end of the Response Deadline, but will report its receipt of any such requests to Class Counsel and
17 Defendant's counsel. It shall be presumed that if a Request for Exclusion is not postmarked on or
18 before the end of the Response Deadline, the Class Member did not make the request in a timely
19 manner. A declaration submitted by any Class Member attesting to the mailing of a Request for
20 Exclusion on or before the expiration of the Response Deadline shall be insufficient to overcome the
21 conclusive presumption that the Request for Exclusion was untimely. Under no circumstances shall
22 the Settlement Administrator have the authority to extend the deadline for Class Members to submit a
23 Request for Exclusion from the settlement without the Parties' joint written consent.

24 b. The Settlement Administrator will certify jointly to Class Counsel and
25 Defendant's Counsel the number of timely and valid Requests for Exclusion that are submitted, and
26 also identify the individuals who have submitted a timely and valid Request for Exclusion in a
27 declaration that is to be filed with the Court in advance of the Final Approval Hearing.

28 c. At no time will any of the Parties or their counsel seek to solicit or otherwise

1 encourage Class Members to request exclusion from the Settlement. Any Class Member who submits
2 a Request for Exclusion is prohibited from making any objection to the Settlement.

3 d. Any Class Member who submits a timely and valid Request for Exclusion will
4 not be bound by the Settlement and will not be issued an Individual Settlement Payment. Any Class
5 Member who does not affirmatively request exclusion from the Settlement by submitting a timely and
6 valid Request for Exclusion will be bound by all of the terms of the Settlement, including and not
7 limited to those pertaining to the Released Claims, as well as any judgment that may be entered by the
8 Court if it grants Final Approval to the Settlement. The Plaintiff agrees not to request to be excluded
9 from the Class. Any such request by the Plaintiff for exclusion shall be void and of no force or effect.

10 25. Objecting to the Settlement. To object to the Settlement in writing, Settlement Class
11 Members must submit a timely and complete Notice of Objection to the Settlement Administrator, by
12 mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing
13 envelope will be the exclusive means to determine whether a Notice of Objection has been timely
14 submitted.

15 a. A Class Member cannot both request exclusion and object to the Settlement. If
16 a Class Member both objects and requests exclusion of the Settlement, the Request for Exclusion will
17 control and the objection will be deemed invalid.

18 b. The Settlement Administrator will certify jointly to Class Counsel and
19 Defendant's Counsel the number of Notices of Objection that are submitted (specifying which ones
20 were timely and complete and which were not), and also attach them to a declaration that is to be filed
21 with the Court in advance of the Final Approval Hearing.

22 c. In the event that any person objects to or opposes this proposed settlement or
23 the Agreement, or attempts to intervene in or otherwise enter the Action, the Parties and Class Counsel
24 will use their best efforts to defend the Settlement. Class Counsel or Defendant's counsel may, up to
25 five (5) court days before the Final Approval Hearing, file responses to any written objections
26 submitted to the Court.

27 d. At no time will any of the Parties or their counsel seek to solicit or otherwise
28 encourage Settlement Class Members to object to the Settlement or appeal from the Final Approval

1 Order and Judgment. Settlement Class Members, individually or through counsel, may also present
2 their objection orally at the Final Approval Hearing, regardless of whether they have submitted a
3 Notice of Objection.

4 e. Class Members who object to the proposed settlement or the Agreement will
5 remain Settlement Class Members, and shall be deemed to have voluntarily waived their right to
6 pursue an independent remedy against Defendant and the other Released Parties. To the extent any
7 Settlement Class Member objects to the proposed settlement or Agreement and such objection is
8 overruled in whole or in part, such individuals will be bound by the Court's Final Approval Order and
9 Judgment. The Plaintiff agrees not to object to any terms of this Agreement. Any such request by the
10 Plaintiff for objection shall be void and of no force or effect.

11 26. Reports by the Settlement Administrator. The Settlement Administrator shall provide
12 weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed
13 Class Notices; (ii) the number of Class Members who have submitted Workweeks Disputes; (iii) the
14 number of Class Members who have submitted Requests for Exclusion; and (iv) the number of
15 Settlement Class Members who have submitted Notices of Objection. Additionally, the Settlement
16 Administrator will provide to counsel for the Parties any updated reports regarding the administration
17 of the Settlement Agreement as needed or requested, and immediately notify the Parties when it
18 receives a request from an individual or any other entity regarding inclusion in the Class and/or
19 Settlement or regarding a Workweeks Dispute.

20 27. Defendant's Right to Rescind. If more than five percent (5%) of the Class Members
21 submit timely and valid Requests for Exclusion, Defendant may elect to rescind the Settlement
22 Agreement. Defendant must exercise this right of rescission in writing that is provided to Class
23 Counsel within ten (10) calendar days of the Settlement Administrator notifying the Parties of the
24 number of Class Members who have submitted timely and valid Requests for Exclusion following the
25 Response Deadline. If Defendant exercises this option, Defendant shall pay any costs of settlement
26 administration owed to the Settlement Administrator incurred up to that date.

27 28. Certification of Completion. Upon completion of administration of the Settlement, the
28 Settlement Administrator will provide a written declaration under oath to certify such completion to

1 the Court and counsel for all Parties.

2 29. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After
3 the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final
4 Approval of the Settlement should be granted, along with the amounts properly payable for: (a)
5 Individual Settlement Shares; (b) Attorneys' Fees and Costs; (c) Enhancement Payment; and (d)
6 Settlement Administration Costs. The Final Approval Hearing will not be held earlier than thirty (30)
7 calendar days after the Response Deadline. Plaintiff and Class Counsel will be responsible for drafting
8 the motion seeking Final Approval of the Settlement. Class Counsel will provide Defendant's Counsel
9 a draft of the final approval motion before filing it with the Court. By way of said motion, Plaintiff
10 will apply for the entry of the Final Approval Order and Judgment, which will provide for, in
11 substantial part, the following:

- 12 a. Approval of the Settlement as fair, reasonable, and adequate, and directing
13 consummation of its terms and provisions;
- 14 b. Certification of the Settlement Class;
- 15 c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;
- 16 d. Approval of the application for Enhancement Payment to Plaintiff;
- 17 e. Directing Defendant to fund all amounts due under the Settlement Agreement
18 and ordered by the Court; and
- 19 f. Entering judgment in the Action, while maintaining continuing jurisdiction, in
20 conformity with California Rules of Court 3.769 and the Settlement Agreement.

21 30. Funding of the Gross Settlement Amount. No later than 15 business days after the
22 Effective Date, Defendant will deposit the Gross Settlement Amount and Employer Taxes into a
23 Qualified Settlement Fund ("QSF") within the meaning of Treasury Regulation Section 1.468B-1, *et*
24 *seq.*, to be established by the Settlement Administrator.

- 25 a. Defendant shall provide all information necessary for the Settlement Administrator to
26 calculate necessary payroll taxes including its official name, 8-digit state unemployment insurance tax ID
27 number, and other information requested by the Settlement Administrator, no later than five (5) business days
28 after requested by the Settlement Administrator.

1 b. The Settlement Administrator is designated as the “Administrator” of the qualified
2 settlement funds for purposes of Section 1.468B-2(k) of the income tax regulations. Accordingly, all taxes
3 imposed on the gross income of the Gross Settlement Amount and any tax-related expenses arising from any
4 income tax return or other reporting document that may be required by the Internal Revenue Service or any
5 state or local taxing body will be paid from the Gross Settlement Amount.

6 c. The delivery by Defendant of the Gross Settlement Amount and Employer Taxes to
7 the Settlement Administrator will constitute the full and complete discharge of the entire obligation of
8 Defendant under this Agreement, unless anything reasonably further is requested by the Settlement
9 Administrator to ensure timely and proper disbursement. No Released Party will have any further obligation
10 or liability to the Plaintiff, Settlement Class Members, or Class Counsel under this Agreement, in connection
11 with the claims released under this Agreement, regardless of whether the Plaintiff, Settlement Class Members,
12 or Class Counsel receive the payments from the Settlement Administrator set forth in this Agreement.

13 d. Defendant will not be obligated to make any payments contemplated by this
14 Agreement unless and until the Court enters the Final Approval Order and Judgment, and after the Effective
15 Date of the Agreement.

16 31. Distribution of the Gross Settlement Amount. Within 10 business days of the funding
17 of the Gross Settlement Amount, the Settlement Administrator will issue the Individual Settlement
18 Payments to Settlement Class Members, Enhancement Payment to Plaintiff, Attorneys’ Fees and Costs
19 to Class Counsel, and Settlement Administration Costs to itself. The Settlement Administrator shall
20 also set aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholding,
21 and timely forward these to the appropriate government authorities.

22 32. Settlement Checks. The Settlement Administrator will be responsible for undertaking
23 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way
24 of check to the Settlement Class Members in accordance with this Settlement Agreement. Settlement
25 Class Members are not required to submit a claim to be issued an Individual Settlement Payment.
26 Each Individual Settlement Payment will be valid and negotiable for one hundred and eighty (180)
27 calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds
28 associated with such canceled checks shall be distributed by the Settlement Administrator to the State
of California’s Unclaimed Property Division in the name of the Settlement Class Member. The Parties

1 agree that this disposition results in no “unpaid residue” under California Civil Procedure Code
2 Section 384, as the entire Net Settlement Amount will be paid out to Settlement Class Members,
3 whether or not they cash their settlement checks. Therefore, Defendant will not be required to pay
4 any interest on such amounts. The Settlement Administrator shall undertake amended and/or
5 supplemental tax filings and reporting required under applicable local, state, and federal tax laws that
6 are necessitated due to the cancelation of any Individual Settlement Payment checks. Settlement Class
7 Members whose Individual Settlement Payment checks are canceled shall, nevertheless, be bound by
8 the Settlement.

9 33. Class Release. Upon the Effective Date and full funding of the Gross Settlement
10 Amount and the Employer’s Taxes necessary to effectuate the Settlement to the Settlement
11 Administrator, Plaintiff and all Settlement Class Members shall be deemed to have fully, finally, and
12 forever released, settled, compromised, relinquished, and discharged any and all of the Released
13 Parties from the Released Claims that arose during the Class Period. This release by the Plaintiff and
14 each Settlement Class Member is intended to settle any and all of the Released Claims that any of
15 them may have against Defendant or any of the Released Parties during the Class Period.

16 34. Plaintiff’s General Release. Upon the Effective Date and full funding of the Gross
17 Settlement Amount and the Employer’s Taxes to the Settlement Administrator, Plaintiff, individually
18 and on his own behalf, will be deemed to have fully, finally, and forever released, settled,
19 compromised, relinquished, and discharged the Released Parties from any and all claims, debts,
20 liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of
21 action of any kind or nature whatsoever, known or unknown, suspected or unsuspected, asserted or
22 unasserted, arising out of, relating to, or resulting from his employment and/or separation of
23 employment with Defendant, which Plaintiff, at any time up until the execution of this Settlement
24 Agreement, had or claimed to have or may have. It is agreed that this is a general release and is to be
25 broadly construed as a release of all claims, provided that, notwithstanding the foregoing, this
26 Paragraph expressly does not include a release of any claims that cannot be released hereunder by law.
27 Any and all rights granted under any state or federal law or regulation limiting the effect of this
28 Settlement Agreement, including the provisions of Section 1542 of the California Civil Code, ARE

1 HEREBY EXPRESSLY WAIVED. Section 1542 of the California Civil Code reads as follows:

2 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR**
3 **OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**
4 **FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM**
5 **OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH**
6 **THE DEBTOR OR RELEASED PARTY.**

7 35. Final Approval Order and Judgment. Class Counsel shall provide the Settlement
8 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,
9 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for
10 sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the
11 Class will be required.

12 36. Binding Effect Of Agreement On Class Members. Subject to final Court approval and
13 the occurrence of the Effective Date, and unless otherwise provided in this Agreement, all Settlement
14 Class Members will be bound by this Agreement.

15 37. Continued Jurisdiction. After entry of the judgment pursuant to the Settlement, the
16 Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and
17 Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the
18 interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters,
19 and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this
20 Settlement Agreement.

21 38. Effects of Termination or Rescission of Settlement. Termination or rescission of the
22 Settlement Agreement shall have the following effects:

23 a. The Settlement Agreement shall be void and shall have no force or effect, and
24 no Party shall be bound by any of its terms;

25 b. In the event the Settlement Agreement is terminated, Defendant shall have no
26 obligation to make any payments to any Party, Class Member, or attorney, except that the terminating
27 Party shall pay the Settlement Administrator for services rendered up to the date the Settlement
28 Administrator is notified that the Settlement has been terminated;

1 c. The Preliminary Approval Order and Final Approval Order and Judgment,
2 including any order certifying the Class, shall be vacated;

3 d. The Settlement Agreement and all negotiations, statements, and proceedings
4 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be
5 restored to their respective positions in the Action prior to the execution of the Settlement Agreement;

6 e. Neither this Settlement Agreement, nor any ancillary documents, actions,
7 statements, or filings in furtherance of the Settlement (including all matters associated with the
8 mediation) shall be admissible or offered into evidence in the Action or any other action for any
9 purpose whatsoever; and

10 f. Any documents generated to bring the Settlement into effect, will be null and
11 void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will
12 likewise be treated as void from the beginning.

13 39. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
14 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
15 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
16 of action or right herein released and discharged.

17 40. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set
18 forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein.
19 Any exhibits to this Settlement Agreement are an integral part of the Settlement.

20 41. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the
21 entirety of the Parties' agreement relating to the settlement and transaction completed thereby, and all
22 prior or contemporaneous agreements, understandings, representations, and statements, whether oral
23 or written and whether by a Party or such Party's legal counsel, are merged herein. No other prior or
24 contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties
25 expressly recognize California Civil Code Section 1625 and California Code of Civil Procedure
26 Section 1856(a), which provide that a written agreement is to be construed according to its terms and
27 may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic
28 oral or written representations or terms will modify, vary, or contradict the terms of this Settlement
Agreement.

1 42. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in
2 the Action (including with respect to California Code of Civil Procedure Section 583.310), except
3 such proceedings necessary to implement and complete this Settlement Agreement, pending the Final
4 Approval Hearing to be conducted by the Court.

5 43. Amendment or Modification. Prior to the filing of the motion for preliminary approval
6 of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement
7 except by written agreement signed by the Parties and counsel for all Parties. After the filing of the
8 motion for preliminary approval of the Settlement, the Parties may not amend or modify any provision
9 of this Settlement Agreement except by written agreement signed by the Parties and counsel for all
10 the Parties and subject to Court approval. A waiver or amendment of any provision of this Settlement
11 Agreement will not constitute a waiver of any other provision.

12 44. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
13 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
14 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
15 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
16 effectuate the terms of this Settlement Agreement. Further, the Plaintiff and Class Counsel warrant
17 and represent that they are not aware of any liens on the Settlement Agreement, and that after entry
18 by the Court of the Final Approval Order and Judgment, the Settlement Administrator may distribute
19 funds to Settlement Class Members, Class Counsel, the Settlement Administrator, and the Plaintiff as
20 provided by this Agreement. The Parties warrant that they understand and have full authority to enter
21 into this Settlement Agreement, and further intend that this Settlement Agreement will be fully
22 enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in
23 any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that
24 otherwise might apply under state or federal law.

25 45. Signatories. It is agreed that because the members of the Class are so numerous, it is
26 impossible or impractical to have each Settlement Class Member execute this Settlement Agreement.
27 The Class Notice will advise all Class Members of the binding nature of the Settlement as to the
28 Settlement Class Members and the release provided for by this Settlement Agreement shall have the
same force and effect as if this Settlement Agreement were executed by each Settlement Class
Member.

1 46. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
2 and inure to the benefit of, the successors, assigns, executors, administrators, heirs, and legal
3 representatives of the Parties hereto, as previously defined.

4 47. No Double Recovery. No person who has already released, assigned, or otherwise
5 forfeited the claims asserted in the Action will be considered a Settlement Class Member or be entitled
6 to recover under this Agreement.

7 48. California Law Governs. All terms of this Settlement Agreement and attached exhibits
8 hereto will be governed by and interpreted according to the laws of the State of California.

9 49. Execution and Counterparts. This Settlement Agreement is subject only to the
10 execution of all Parties. However, this Settlement Agreement may be executed in one or more
11 counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned
12 copies of the signature page, will be deemed to be one and the same instrument.

13 50. Acknowledgement that the Settlement is Fair and Reasonable. The Parties arrived at
14 this Settlement after arm's length negotiations and in the context of adversarial litigation, taking into
15 account all relevant factors, present and potential. The Parties acknowledge that they are each
16 represented by competent counsel and that they have had an opportunity to consult with their
17 respective counsel regarding the fairness and reasonableness of this Settlement Agreement. In
18 addition, if necessary to obtain approval of the Settlement, the Mediator may execute a declaration
19 supporting the Settlement and the reasonableness of the Settlement and the Court may, in its discretion,
20 contact the Mediator to discuss the Settlement and whether or not the Settlement is objectively fair
21 and reasonable.

22 51. Invalidity of Any Provision. Before declaring any provision of this Settlement
23 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
24 possible consistent with applicable precedents so as to define all provisions of this Settlement
25 Agreement valid and enforceable.

26 52. Plaintiff's Cooperation. Plaintiff agrees to sign this Settlement Agreement and, by
27 signing this Settlement Agreement, is hereby bound by the terms herein and agrees to fully cooperate
28 to implement the Settlement.

1 53. Non-Admission of Liability. The Parties enter into this Settlement Agreement to
2 resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of
3 continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and
4 specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines
5 promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements;
6 breached any contract; violated or breached any duty; engaged in any misrepresentation or deception;
7 or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement
8 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be
9 construed as an admission or concession by Defendant of any such violations or failures to comply
10 with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement
11 Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received
12 as evidence in any action or proceeding to establish any liability or admission on the part of Defendant
13 or to establish the existence of any condition constituting a violation of, or a non-compliance with,
14 federal, state, local, or other applicable law.

15 54. No Publicity/Confidentiality. The Plaintiff agrees and instructs Class Counsel that they
16 shall not promote, or publicize the filing of the Action, the Parties' settlement, this Agreement and its
17 terms, or the negotiations leading to this Agreement with anyone other than the Court or those
18 individuals necessary to effectuate the terms of the Agreement. The prohibition set forth in this
19 Section 54 includes, but is not limited to: (i) publication by Plaintiff or Class Counsel on any website
20 (including, without limitation, publishing on any Twitter account, Facebook, other social media, or
21 blog, or business website) of the amount or terms of the settlement, with identifying information; and
22 (ii) the submission of information to Verdicts & Settlements or any other publication that summarizes
23 the results of jury verdicts and settlements. Plaintiff will be liable for any violation by Class Counsel
24 of Section 54.

25 a. Notwithstanding the foregoing, Class Counsel may respond to questions
26 received from, and discuss any aspect of this Agreement with, the Class Members or their legal
27 representatives, the Settlement Administrator, and the Court.

28 b. Notwithstanding the foregoing, nothing in this section shall prohibit the filing

1 of information relating to the Settlement in public court documents or the online posting of documents
2 relating to the Action by the Settlement Administrator including the Judgment entered by the Court.

3 c. Nothing herein will restrict Class Counsel from including publicly available
4 information regarding this Agreement in future judicial submissions regarding Class Counsel's
5 qualifications and experience. Furthermore, Plaintiff and Class Counsel will undertake any and all
6 disclosures required to be made to the LWDA in conformity with PAGA.

7 d. Plaintiff and Class Counsel agree that all data and information informally
8 produced by Defendant in connection with this Action will be maintained in confidence.

9 55. Invalidation Of Agreement For Failure To Satisfy Conditions. If the Court makes material
10 changes to the material terms or conditions of Paragraphs 1 through 54 of this Agreement that are not agreed
11 to by the Parties, either Party shall have the right to terminate this Agreement, in which case Defendant would
12 not be obligated to make any payments to any Class Member, to Class Counsel, or to the Plaintiff. The Parties
13 shall meet and confer in good faith before exercising such right.

14 56. Captions. The captions and paragraph numbers in this Settlement Agreement are
15 inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or
16 intent of the provisions of this Settlement Agreement.

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

23 58. Representation By Counsel. The Parties acknowledge that they have been represented
24 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
25 that this Settlement Agreement has been executed with the consent and advice of counsel, and
26 reviewed in full.

27 59. Representation And Warranties. Class Counsel and the Plaintiff represent and warrant
28 to Defendant that they are not aware of any attorneys beyond those named as Class Counsel who have

1 claims for fees arising out of the Action or the Settlement contemplated by this Agreement.

2 60. Additional Attorneys' Fees And Costs. No Settlement Class Member, Class Counsel,
3 or any other attorney acting for any Settlement Class Member may recover or seek to recover any
4 amounts for fees, costs, or disbursements arising from the Action or the Gross Settlement Amount
5 from the Released Parties except as expressly provided for in this Agreement.

6 61. All Terms Subject to Final Court Approval. All amounts and procedures described in
7 this Settlement Agreement herein will be subject to final Court approval.

8 62. Notices. All notices, demands, and other communications to be provided concerning
9 the Settlement Agreement shall be in writing and deemed to have been duly given as of the third
10 business day after mailing by First Class U.S. Mail, or the day sent by email or messenger, addressed
11 as follows:

12 To Plaintiff and Class Counsel:

13 Barbara DuVan-Clarke

14 bdc@blackstonepc.com

15 P.J. Van Ert

16 pjvanert@blackstonepc.com

17 Danielle GruppChang

18 dgruppchang@blackstonepc.com

19 Annabel Blanchard

20 ablanchard@blackstonepc.com

21 James S. Winn Jr.

22 jwinn@blackstonepc.com

23 **BLACKSTONE LAW, APC**

24 8383 Wilshire Boulevard, Suite 745

25 Beverly Hills, California 90211

26 Tel: (310) 622-4278 / Fax: (855) 786-6356

27 To Defendant:

28 Brian C. Sinclair

bsinclair@rutan.com

Noell Rice

nrice@rutan.com

RUTAN & TUCKER, LLP

18575 Jamboree Road, 9th Floor

Irvine, California 92612

Tel: (714) 641-5100 / Fax: (714) 546-9035

63. No Reliance On Representations. The Parties have made such investigations of the
facts and the law pertaining to the matters described in this Agreement as they deem necessary, and

1 have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by
2 any other Party, or any of their agents, employees, attorneys, or representatives, with regard to any of
3 their rights or asserted rights, or with regard to the advisability of making and executing this
4 Agreement, or with respect to any such matters. No representations, warranties, or inducements have
5 been made to any Party concerning this Agreement except as expressly provided in this Agreement.

6 64. No Collateral Attack. This Agreement will not be subject to collateral attack by any
7 Class Member or any recipient of the Class Notice after the Final Approval Order and Judgment. Such
8 prohibited collateral attacks shall include but not be limited to claims that the Class Member failed for
9 any reason to receive timely notice of the procedure for disputing the calculation of their Individual
10 Settlement Payment, or for requesting exclusion from the Settlement.

11 65. Cooperation and Execution of Necessary Documents. All Parties and their counsel will
12 cooperate with each other in good faith and use their best efforts to implement the Settlement,
13 including and not limited to, executing all documents to the extent reasonably necessary to effectuate
14 the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or
15 content of any document needed to implement the Settlement Agreement, or on any supplemental
16 provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties
17 may seek the assistance of the Mediator and then the Court to resolve such disagreement.

18 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Joint
19 Stipulation of Class Action Settlement between Plaintiff and Defendant:

20 **IT IS SO AGREED.**

21 **PLAINTIFF MIGUEL AVILA**

22 Dated: 07/15/2025

23 

Plaintiff Miguel Avila

24 **DEFENDANT WEBER METALS, INC.**

25 Dated: _____

26 Full Name: _____
27 Title: _____
28 On behalf of Defendant Weber Metals, Inc.

1 have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by
2 any other Party, or any of their agents, employees, attorneys, or representatives, with regard to any of
3 their rights or asserted rights, or with regard to the advisability of making and executing this
4 Agreement, or with respect to any such matters. No representations, warranties, or inducements have
5 been made to any Party concerning this Agreement except as expressly provided in this Agreement.

6 64. No Collateral Attack. This Agreement will not be subject to collateral attack by any
7 Class Member or any recipient of the Class Notice after the Final Approval Order and Judgment. Such
8 prohibited collateral attacks shall include but not be limited to claims that the Class Member failed for
9 any reason to receive timely notice of the procedure for disputing the calculation of their Individual
10 Settlement Payment, or for requesting exclusion from the Settlement.

11 65. Cooperation and Execution of Necessary Documents. All Parties and their counsel will
12 cooperate with each other in good faith and use their best efforts to implement the Settlement,
13 including and not limited to, executing all documents to the extent reasonably necessary to effectuate
14 the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or
15 content of any document needed to implement the Settlement Agreement, or on any supplemental
16 provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties
17 may seek the assistance of the Mediator and then the Court to resolve such disagreement.

18 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Joint
19 Stipulation of Class Action Settlement between Plaintiff and Defendant:

20 **IT IS SO AGREED.**

21 **PLAINTIFF MIGUEL AVILA**

22 Dated: _____

23 _____
24 Plaintiff Miguel Avila

25 **DEFENDANT WEBER METALS, INC.**

26 Dated: July 11, 2025

27 *Paul R. Dennis*
28 _____
Full Name: Paul Dennis
Title: Chief Financial Officer
On behalf of Defendant Weber Metals, Inc.

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APPROVED AS TO FORM ONLY:

BLACKSTONE LAW, APC

Dated: 7/15/2025

A. Blanchard
Barbara DuVan-Clarke
Annabel Blanchard
*Attorneys for Plaintiff Miguel Avila
and Proposed Class Counsel*

APPROVED AS TO FORM ONLY:

RUTAN & TUCKER, LLP

Dated: July 23, 2025

Brian C. Sinclair
Brian C. Sinclair
Noell Rice
*Attorneys for Defendant WEBER METALS,
INC.*