

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement (“Agreement”) is made by and between Named Plaintiff and Class Representative (as defined, *infra*, at Section A.21), on behalf of himself and all others similarly situated, on the one hand, and Defendant (as defined, *infra*, at Section A.9), on the other hand, with regard to the case entitled *Francisco Zarate v. Johns Manville, United States District Court, Eastern District of California, Case No. 2:19-cv-00067-KJM-CKD* (the “Action”). Named Plaintiff and Defendant collectively are referred to as “the Parties.”

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, Named Plaintiff and Defendant agree to the Settlement, subject to Court approval, as follows.

A. DEFINITIONS

Unless otherwise defined herein, capitalized terms used in this Agreement shall have the meanings set forth below:

1. The “**Action**” or “**Litigation**” means and refers to the lawsuit entitled *Francisco Zarate v. Johns Manville, United States District Court, Eastern District of California, Case No. 2:19-cv-00067-KJM-CKD*;

2. “**Attorneys’ Fees and Costs**” means the amount of money that Class Counsel shall make application for to the Court for an award of attorneys’ fees in an amount not to exceed Thirty-Three and One Third Percent (33 1/3%) of the gross Class Settlement Amount, plus reasonable litigation costs not to exceed \$25,000. Both the attorneys’ fees and costs shall be paid out of the Class Settlement Amount.

3. “**Award**” means a payment to a Settlement Class Member pursuant to Section B.19 below.

4. “**Class Counsel**” means:
HAINES LAW GROUP
Paul K. Haines
Fletcher W. Schmidt
Matthew K. Moen
Brittaney D. de la Torre
222 N. Sepulveda Blvd., Suite 1550
Los Angeles, CA 90245
Telephone: (424) 292-2350
Facsimile: (424) 292-2355

5. “**Class**” or “**Class Members**” means all non-exempt employees employed by Defendant in California from November 13, 2014 through the date of Preliminary Approval of the Settlement.

6. “**Class Settlement Amount**” means the sum of One Million One Hundred Thousand Dollars (\$1,100,000), which Defendant will be required to pay and is the maximum sum required

to be paid under the terms of this Agreement. The Class Settlement Amount is inclusive of all settlement payments to Class Members, Incentive Awards, Attorneys' Fees and Costs, the Settlement Administrator's fees and costs, payment of the PAGA Allocations, and all employment taxes including ER Payroll Taxes (as defined, *infra*, at Section A.13). The Class Settlement Amount is a material term of this Agreement and to the extent Named Plaintiff, the Court, or the LWDA seeks to require Defendant to pay more than the Class Settlement Amount as part of this Agreement, Defendant retains the right in its discretion to void the Settlement Agreement.

7. **"Complaint"** means the operative complaint in the Action, including the planned amended complaint to be filed in this Action as necessary to effectuate this Agreement.

8. The **"Court"** means the Glenn County Superior Court following the stipulated remand of the Action.

9. **"Defendant"** means Johns Manville.

10. **"Defense Counsel"** means:

CONSTANGY, BROOKS, SMITH & PROPHETE LLP

Barbara I. Antonucci
351 California Street, Suite 200
San Francisco, CA 94104
Telephone: (415) 918-3000
Facsimile: (415) 918-3005

11. **"Effective Date"** means the first day following the last of the following consequences:

a. If no objection to the Settlement is made, the date the Court enters an Order Granting Final Approval of Class Action Settlement; or

b. If an objection to the Settlement is made but no appeal is filed by the deadline to file an appeal based on the Court's Final Approval Order, then within (30) days of the Order Granting Final Approval of Class Action Settlement being entered or from the deadline to file an appeal of the Final Approval Order, whichever is later.

c. If the LWDA otherwise challenges the Settlement, within 30 days from the date the judgment is final and no longer subject to challenge by the LWDA.

d. If an appeal is filed, within thirty (30) days of the date the judgment is final and no longer subject to appeal.

12. **"Escrow Account"** means an account held by the Settlement Administrator at a bank or banks selected by the Settlement Administrator in consultation with Class Counsel and Defense Counsel.

13. **"ER Payroll Taxes"** means the employer's share of payroll taxes as calculated under applicable state and federal law.

14. **“Final Approval Date”** means the date that the Court enters the Final Approval Order granting final approval of the Settlement and determines the amount of Attorneys’ Fees and Costs and the amount of the Incentive Award to Named Plaintiff.

15. **“Final Approval Order”** means the order that the Court issues granting final approval of the Settlement.

16. **“Incentive Award”** means payment to Named Plaintiff in an amount not to exceed \$5,000 and approved by the Court, and in addition to the payment he is entitled to as a Class Member, to be paid out of the Class Settlement Amount.

17. **“LWDA”** means the State of California Labor & Workforce Development Agency.

18. **“Net Settlement Amount”** means the Class Settlement Amount minus: the combined total of Class Counsel’s Attorneys’ Fees and Costs as approved by the Court; costs of notice and settlement administration as approved by the Court; the Incentive Award to Named Plaintiff as approved by the Court; and the LWDA PAGA Allocation approved by the Court (*i.e.*, the amount to be paid to the LWDA pursuant to PAGA).

19. **“Notice Program”** means the methods provided for in this Agreement for giving notice to the Class of the Settlement, as set forth in Section B.13 including the Settlement Class Notice in A.28 below.

20. **“PAGA Allocation”** means the amount of the Class Settlement Amount allocated to settle all claims and remedies under the Labor Code Private Attorneys General Act, California Labor Code sections 2698, *et seq.* (“PAGA”). The PAGA Allocation shall be \$20,000, subject to Court approval, of which 75%, or \$15,000, shall be paid to the LWDA (the “LWDA PAGA Allocation”) out of the Class Settlement Amount and 25%, or \$5,000, shall be paid to the Settlement Class Members as part of the Net Settlement Amount.

21. **“Named Plaintiff”** or **“Class Representative”** means plaintiff Francisco Zarate.

22. **“Preliminary Approval Order”** means an order by the Court preliminarily approving this Settlement.

23. **“Released Claims”** means the claims set forth in Section B.21 and 22, below.

24. **“Released Parties”** means Johns Manville, all entities affiliated with it, and all officers, directors, representatives, owners, partners, subsidiaries, parent companies, joint venturers, clients, joint employers, predecessors, managers, servants, successors-in-interest, assigns, current and former employees, including but not limited to agents, insurers, attorneys, all persons or entities acting in concert with or affiliated with any of them.

25. **“Settlement”** means the settlement documented in this Agreement.

26. **“Settlement Administrator”** means Phoenix Settlement Administrators, or such other nationally-recognized settlement claims administration firm as the Parties may agree to, subject to approval by the Court, to perform customary duties of a settlement administrator and as set forth herein.

27. “**Settlement Class Member(s)**” means all persons who are part of the Class to be certified for Settlement purposes only in accordance with this Agreement and excluding those who timely opted out after Settlement Class Notice pursuant to Section B.14.

28. “**Settlement Class Notice**” means the notice of proposed class action settlement that the Parties will ask the Court to approve in connection with the motion for preliminary approval of the Settlement in a form that is agreed to by the Parties and subject to the Court’s approval. The Settlement Class Notice will include a Settlement Explanation Form and will provide Settlement Class Members with an estimated settlement Award.

29. “**Settlement Class Period**” means the period from November 13, 2014 through the date of preliminary approval, inclusive.

30. “**Unclaimed Award**” means an Award to which a Settlement Class Member would otherwise be entitled under this Agreement, but which is unclaimed by that Settlement Class Member either because the Settlement Class Member could not be found prior to or within 180 days after the distribution of settlement payments, or the Settlement Class Member has not cashed the Award payment check within 180 days after the distribution of settlement payments. Any Unclaimed Award will be distributed by the Settlement Administrator to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the name of the Settlement Class member to whom the check was issued, until such time that they claim their property.

B. TERMS OF SETTLEMENT

The Parties have stipulated to the certification of the Class for settlement purposes only and this Agreement requires preliminary and final approval by the Court. Accordingly, this Agreement is contingent upon the approval and certification by the Court. If the Court does not grant either Preliminary or Final Approval of the Settlement, the fact that the Parties were willing to stipulate to class certification for the purposes of this Agreement shall have no bearing on, or be admissible in connection with, the issues of whether any class should be certified in a non-settlement context. Defendant expressly reserves the right to challenge the propriety of class certification for any purpose if the Settlement does not become final.

1. **Stipulation to Remand and Amendment of Complaint.** The Parties will file a Stipulation to Remand the Action to Glenn County Superior Court after which the settlement process shall proceed. Following remand, Plaintiff will file an amended complaint. The amended complaint will include all claims set forth in the Action and those alleged in Plaintiff’s Private Attorneys General Act (“PAGA”) letter to the Labor and Workforce Development Agency, dated November 13, 2018 and the prior lawsuit titled *Francisco Zarate v. Johns Manville*, Glenn County Superior Court, Case No. 19cv1905 (hereinafter the “PAGA Action”), and all claims set forth in the Class Release (Section B.21). Class Counsel shall amend the Complaint as necessary to effectuate the terms of this Agreement. Following the filing of the amended Complaint, Plaintiff will file his motion for preliminary approval. If the Court does not grant final approval of the Settlement of the Action, Plaintiff agrees he will dismiss the Action without prejudice from Glenn County Superior Court and then re-file the Action in the United States District Court for the Eastern District of California, so that the Parties are returned to the respective positions that they held prior to the execution of this Agreement.

2. **Res Judicata.** The judgment following the Final Approval of the Settlement of the Action is intended to have res judicata effect on all past, current and future claims that were or could have been asserted, arising from the Action, PAGA Action, or any amended complaint, and contained in the Class Release and Plaintiff's Release set forth below.

3. **Class Settlement Amount.** Defendant shall pay the Class Settlement Amount of \$1,100,000 in settlement of all class and PAGA claims in the Action and PAGA Action. The Class Settlement Amount shall constitute the maximum total Settlement amount to be paid by Defendant, which shall be paid by Defendant to the Class, including (a) all amounts paid to Settlement Class Members; (b) all Attorneys' Fees and Costs to be paid to Class Counsel relating to this Action (which includes, without limitation, all such fees and costs incurred to date, as well as such fees and costs to be incurred in documenting the Settlement, providing any notices required as part of the Settlement, securing Court approval of the Settlement and obtaining final judgment of the Action); (c) any Incentive Award to Named Plaintiff; (d) all costs incurred by the Settlement Administrator in connection with the Settlement's administration (including but not limited to, those related to notice, legal and accounting advice obtained by the Settlement Administrator relating to the establishment of the Settlement as a "qualified settlement fund" as contemplated by Section B.10 and the tax treatment and tax reporting of Awards and other payments from the Settlement, preparation of the Settlement's tax returns, and the taxes associated with such tax returns, as defined below); (e) the PAGA Allocation; and (f) any and all applicable employment taxes, if any, required by law or this Agreement to be withheld and/or paid with respect to payments to Settlement Class Members, including the ER Payroll Taxes.

4. **No Reversion.** There are no reversionary rights to Defendant. To the extent that there are any Unclaimed Awards, they shall be distributed by the Settlement Administrator to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the name of the Settlement Class member to whom the check was issued, until such time that they claim their property. Further, any portion of the requested Attorneys' Fees and Costs or Incentive Award to Named Plaintiff not approved by the Court, should the Court award lesser amounts than requested, shall become part of the Net Settlement Amount.

5. **No Claims Made.** Settlement Class Members will not be required to file a claim to receive an Award.

6. **Incentive Awards.** Defendant will not object to an Incentive Award in the amount of up to Five Thousand Dollars (\$5,000) to Named Plaintiff, to be paid out of the Class Settlement Amount, subject to Court approval. Such an Incentive Award shall be paid at the same time the Awards are distributed and will be reflected by the issuance of a Form 1099-MISC. Defendant shall not be required to contribute any additional funds beyond the Class Settlement Amount as a result of a potential decision by any taxing authority with respect to the Court awarded Incentive Award. The Named Plaintiff agrees to assume responsibility for any federal, state, or local taxes relating to this payment. Court approval of the Incentive Award, or its amount, is not a condition of the Settlement. As a condition to receiving an Incentive Award, Named Plaintiff shall sign a general release of all claims, including a Civil Code section 1542 waiver.

7. **Attorneys' Fees and Costs.** All Class Counsel's Attorneys' Fees and Costs, which includes but is not limited to all such fees and costs to date and those in connection with securing

approval of this Agreement, the Settlement administration process, and any monitoring of this Agreement, shall be paid from the Class Settlement Amount, subject to approval of those attorneys' fees and costs by the Court. Defendant shall not object to a motion for attorneys' fees and costs so long as the amount requested for attorneys' fees is not more than thirty-three and one-third percent (33 1/3%) of the Class Settlement Amount, and the amount for costs is not more than \$25,000. Class Counsel shall receive payment of the Attorneys' Fees and Costs awarded by the Court out of the Escrow Account concurrently with the Settlement Administrator's disbursement of the Settlement Class Members' Awards. Court approval of Attorneys' Fees and Costs, or their amount will not be a condition of the Settlement. The Parties and Class Counsel agree that Class Counsel shall not seek, and shall not be eligible for, an award of fees and costs in excess of these maximum requested amounts. In the event Class Counsel is awarded less than the amount of fees and costs requested (and which Defendant has agreed not to oppose), Defendant will not restrict Class Counsel's right to appeal the Court's award of fees and costs and Defendant will not oppose their appeal (as long as Class Counsel is not seeking more than the maximum fees and costs agreed to). Any portion of the sums listed in this Section that are not ultimately awarded to Class Counsel shall be treated as part of the Net Settlement Amount distributed in Settlement Class Member Awards, as set forth in Section B.19. Class Counsel assumes full responsibility for paying all taxes, federal, and state, if any, due as a result of any awarded Attorneys' Fees and Costs. Class Counsel agrees that they are responsible for allocating the Attorneys' Fees and Costs approved by the Court among themselves and any other counsel they may have an agreement with respect to this Action and the PAGA Action and further agree to defend, indemnify, and hold harmless Defendant from any liability resulting from a breach of such an agreement. Defendant shall not be required to contribute any additional funds beyond the Class Settlement Amount as a result of a potential decision by any taxing authority with respect to the Court awarded Class Counsel Fees and/or Costs.

8. **Administrator's Costs.** All of the Settlement Administrator's costs incurred or charged by the Settlement Administrator in connection with the execution of its duties under this Settlement Agreement including, but not limited to (i) fees and costs associated with preparing, issuing and/or monitoring reports, filings, and notices (including the cost of printing and mailing all notices and other documents to the Settlement Class) required to be prepared in the course of administering the settlement Amount; (ii) computing, processing and distributing the Awards, Taxes, and any other payments to be made out of the Settlement Amount under this Settlement Agreement; and (iii) preparing and filing all tax returns and information returns and any other filings required by any governmental taxing authority or agency arising out of this Settlement, shall be paid from the Escrow Account. All of the Settlement Administrator's costs shall also be paid out of the Class Settlement Amount, which shall not exceed \$11,500.

9. **Escrow Account.** Subject to Court approval, the Escrow Account shall be an account at a bank or banks chosen by the Settlement Administrator in consultation with Class Counsel and Defense Counsel. The Settlement Administrator shall report to Class Counsel and Defense Counsel on at least a monthly basis to inform them of the activity in the Escrow Account.

10. **Administration by Trustee.** The Settlement Administrator shall serve as Trustee of the Escrow Account and shall act as a fiduciary with respect to the handling, management, and distribution of the Escrow Account. The Settlement Administrator shall act in a manner necessary to qualify the Escrow Account as a "qualified settlement fund" under Section 4688 of the Internal Revenue Code of 1986, as amended, and Treas. Reg. Section 1.468B-1, *et seq.*, and to maintain that qualification. Named

Plaintiff and Defendant shall have no liability whatsoever for the Settlement Administrator's actions with regard to the Escrow Account.

11. **Preliminary Approval.** Upon execution of this Agreement by all Parties, Class Counsel shall promptly move the Court for a Preliminary Approval Order. Named Plaintiff will submit a proposed Preliminary Approval Order, which shall specifically include provisions that: (1) preliminarily approve the Settlement reflected herein as fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the form and content of Settlement Class Notice and find that the Notice Program set forth herein constitutes the best notice practicable under the circumstances, is due and sufficient notice to the Class and fully satisfies the requirements of due process and California Rules of Court, Rule 3.766; (4) confirm that it is appropriate for Defendant to provide to the Settlement Administrator the information necessary to provide notice to the Class and to handle the distribution of the Awards to Settlement Class Members; (5) direct that notice be provided to the Class, in accordance with the Settlement, within ten (10) days following receipt of the Class List; (6) establish a procedure for Class Members to object to the Settlement or exclude themselves from the Class and set a date following entry of the Preliminary Approval Order after which no one shall be allowed to object to the Settlement or exclude himself or herself from the Class or seek to intervene in the Action; (7) pending final determination of whether the Settlement should be approved, stay all proceedings in the Action except those related to the effectuation of the Settlement; (8) schedule a Final Approval Hearing; and (9) appoint Paul K. Haines, Fletcher W. Schmidt, Matthew K. Moen, and Brittaney D. de la Torre of Haines Law Group, APC as Class Counsel. Class Counsel shall amend the Complaint as necessary to effectuate the terms of this Agreement, and/or as otherwise required by the Court to effectuate this Agreement.

12. **Funding Date.** No later than thirty (30) calendar days after the Effective Date, Defendant shall pay the full Class Settlement Amount (\$1,100,000) by wire transfer into the Escrow Account.

13. **Settlement Class Notice.**

a. **Information for Class Notice.** Within ten (10) days after entry of the Preliminary Approval Order, Defendant shall provide to the Settlement Administrator, in a single Excel file, the full legal name, social security number, last known mailing address, and telephone number(s) of each Class Member, as well as the total number of workweeks worked by such Class Member during the Settlement Class Period (as used herein, the "Class List"). Upon request from the Settlement Administrator, Defendant will verify any Class Member's last known contact information as reflected in Defendant's personnel records. This information shall be treated as confidential. Defendant represents that this Class consists of approximately four hundred ninety-nine (499) individuals previously disclosed to Class Counsel, along with all individuals contained in the class definition and hired after disclosure and through Preliminary Approval. If it is found that, as of the date of preliminary approval, the actual number of Class Members exceeds this figure by 10% or more (i.e., if there are 548 or more individuals as of the close of the Settlement Class Period), then the close of the Settlement Class Period shall be the last calendar date prior to Defendant's hiring of the 548th Class Member.

b. **Timing of Settlement Class Notice.** Within ten (10) days following receipt of the Class List, or such other deadline as set by the Court, the Settlement Administrator shall send the Settlement Class Notice to Class Members. The Settlement Class Notice shall describe the claims

process, each Class Member's estimated respective settlement Award, the opt out process, the objection process, and the process by which the Class Members can dispute the information listed for them on the Settlement Class Notice, and the date set by the Court for a hearing on Final Approval of the Settlement.

c. **Mail Notice.** Unless otherwise ordered by the Court, Settlement Class Notice will be sent by first class US Mail to the most recent mailing addresses of the Class Member as reflected in Defendant's records. However, the Settlement Administrator will conduct a National Change of Address search to confirm the most recent address for the Class Members and will mail the Settlement Class Notice to the most recent address available for each Class Member by first class mail, in the event that the current address differs from Defendant's records. Skip tracing to the extent practicable shall be performed by the Settlement Administrator for all returned mail; all costs of skip tracing will be considered costs of administration and paid from the Class Settlement Amount.

d. **Settlement Website.** The Settlement Administrator will maintain a Settlement Website dedicated to the Settlement, on which the Settlement Class Notice will be posted. The Settlement Website shall, unless otherwise ordered by the Court, become active within ten (10) days after the Court's entry of the Preliminary Approval Order and shall remain active until 180 days after the Effective Date.

14. **Opt-Out Right.**

a. **Opt-Out Deadline.** Class Members shall have the right to exclude themselves from the Settlement Class by sending a written request to exclude themselves to the Settlement Administrator within sixty (60) calendar days after the original date of the Settlement Administrator's mailing of the Settlement Class Notice, or such other deadline as the Court may set. All Class Members who do not opt out in accordance with the terms set forth herein will be bound by all determinations and judgments in the Action.

b. **Exclusions.** Exclusion requests must: (a) be signed; (b) include the full name and address of the person requesting exclusion; (c) be postmarked by the opt-out deadline; and (d) include the following statement: "I request to be excluded from this class action settlement. I have received notice of the settlement and understand that if I am excluded from the class action settlement, I will not receive any money as a result of the settlement." No request for exclusion will be valid unless all of the information described above is included. Exclusion requests must be submitted by mail to the Settlement Administrator. Copies of any exclusion requests received shall be forwarded to Class Counsel and Defense Counsel within five (5) days of their receipt. All Class Members who submit a valid and timely request to exclude themselves shall not be a Settlement Class Member, shall be barred from receiving any settlement proceeds, and shall receive no benefit from this Settlement. All Class Members who do not timely request exclusion (opt-out) of the proposed Settlement shall be bound by the resolution of any and all issues arising in connection with Settlement Class Members' claims for relief, including Attorneys' Fees and Costs. The Parties, Class Counsel and Defense Counsel shall not seek to solicit or otherwise encourage Class Members to request exclusions. Further, Class Counsel represents that they have not and will not encourage Class Members to opt out or to pursue individual claims against Defendant. Class Counsel acknowledges its obligations under Rule 1.7 of the California Rules of Professional Conduct regarding conflicts of interest.

c. **Delivery to Court.** The Settlement Administrator will retain a copy of all requests for exclusion. At or before the Final Approval Hearing, the Settlement Administrator shall file with the Court a declaration that lists all of the opt-outs received.

15. **Objections to the Settlement.**

a. **Right to Object.** Any Settlement Class Member who does not timely request exclusion (opt-out) from the proposed Settlement may file with the Court a written objection to the proposed Settlement or award of Attorneys' Fees and Costs and Incentive Awards, and may appear at the Final Approval Hearing to argue that the proposed Settlement should not be approved and/or to oppose the application of Class Counsel for an award of Attorneys' Fees and Costs and/or the Incentive Awards to the Named Plaintiff. In addition to filing written objections, objections shall be served on Class Counsel and Defense Counsel and must be signed by the Class Member and state: (1) the Class Member's full legal name, home address, telephone number, last four digits of their social security number, (2) the words "Notice of Objection" or "Formal Objection" in clear and concise terms, (3) the legal and factual arguments supporting the objection, and (4) identifying any evidence the objector intends to offer. Instructions regarding how to object are found in the Settlement Class Notice. Any Class Member who opts-out of the Settlement shall not have standing to object to the Settlement or appear at the Final Approval Hearing.

b. **Objection Deadline.** The deadline for filing an objection with the Court shall be sixty (60) calendar days after the Settlement Administrator's mailing of Settlement Class Notice, or such other deadline as the Court shall set. The Settlement Class Notice will advise Settlement Class Members of this objection deadline. Settlement Class Members may also seek information on the Settlement Website. Any Settlement Class Member who fails to file a timely written objection by filing the objection shall be foreclosed from objecting to this Settlement, and shall be bound by the terms of this Agreement, unless otherwise permitted by the Court. Class Counsel and Defense Counsel will file any responses to any written objections submitted to the Court in accordance with this Settlement Agreement at least seven (7) calendar days before the Final Approval Hearing, or according to such other schedule as the Court may set. The Parties, Class Counsel and Defense Counsel shall not seek to solicit or otherwise encourage Class Members to file or serve written objections or appeal the Final Approval Order.

c. **Failure to Object.** Any Class Member who fails to timely file and serve such a written statement of his/her intent to object shall be foreclosed from making any objection to this Settlement, unless otherwise order by the Court.

d. **Limited Payments Until Effective Date.** No payments shall be made from the Escrow Account, until the Effective Date has occurred.

16. **Record Keeping and Reporting Obligations Prior To Final Approval.**

a. As soon as practicable following the Opt-Out Deadline, and in all events no later than seven (7) business days after the Opt-Out Deadline, the Settlement Administrator will provide Class Counsel and Defense Counsel with a declaration attesting to completion of the notice process set forth herein, including an explanation of efforts to re-send undeliverable notices returned with forwarding addresses, which declaration will be filed with the Court by Class Counsel with all moving papers for Final Approval.

b. As soon as practicable following the Opt-Out Deadline and the Objection Deadline, and in all events no later than seven (7) business days after the Opt-Out Deadline and the Objection Deadline, the Settlement Administrator will provide Class Counsel and Defense Counsel with a report attesting to the total number of Settlement Class Members, the total number of Class Members who opted-out of the settlement, and the total amount of settlement Awards to be issued.

c. The Settlement Administrator will stamp the date received, and if received by United States First Class Mail, also the postmark date, on the original of any Request for Exclusion Form it receives. On the Monday of each week from the time notice is mailed until the Opt-Out Deadline and the Objection Deadline, the Settlement Administrator will provide a report to Class Counsel and Defense Counsel concerning receipt of Class Members' Opt-Out Forms, objections, and returned mail. The Settlement Administrator shall make any of these original forms available for inspection by Class Counsel and Defense Counsel.

d. Within five (5) business days after the Opt-Out Deadline and the Objection Deadline, the Settlement Administrator shall (a) telephone both Class Counsel and Defense Counsel regarding the total number of Class Members who Opted-Out and (b) send a final list of all Class Members who Opted-Out of the Settlement to Class Counsel and Defense Counsel by email.

17. **Final Approval.** Following the provision of Settlement Class Notice, and on the date set forth in the Settlement Class Notice as set by the Court, a Final Approval Hearing will be held before the Court. Named Plaintiff shall promptly request that the Court enter a Final Approval Order, which shall specifically include provisions that:

a. Finally approve the Settlement as fair, reasonable, and adequate and in the best interests of the Settlement Class;

b. Find that the Settlement Class Notice as given was the best notice practicable under the circumstances, is due and sufficient notice to the Class, and fully satisfies the requirements of due process and California Rules of Court, Rule 3.766;

c. Approve the plan of distribution of the Class Settlement Amount;

d. Confirm that Named Plaintiff and the participating Settlement Class Members have released all Released Claims against Released Parties; and

e. Render final approval and judgment on the Complaint, subject to the Court retaining jurisdiction over the enforcement of the terms of this Agreement.

18. **Final Judgment.** Upon the Effective Date, the Court shall render final judgment in the Action.

19. **Settlement Distribution Procedures.**

a. **Timing of Distribution.** Within ten (10) business days of receipt of the Class Settlement Amount from Defendant, the Settlement Administrator shall distribute the funds from the Escrow Account as provided in this Agreement.

b. Settlement Class Member Awards. The amount that each Settlement Class Member will be eligible to receive under the Settlement will be determined as follows, but in no event will these amounts exceed the Net Settlement Amount:

- a. Fifteen percent (15%) of the Net Settlement Amount plus the \$5,000.00 payable to the Settlement Class Members as the PAGA Allocation shall be distributed between all participating Settlement Class Members who were employed by Defendant at any time between November 13, 2017 and the close of the Class Period, proportionate to the number of workweeks that he or she worked during the aforementioned time period compared to the total number of workweeks worked by all participating Settlement Class Members during the aforementioned time period.
- b. Ten percent (10%) of the Net Settlement Amount shall be distributed in equal, pro-rata shares to each participating Settlement Class Member who separated their employment from Defendant at any time between November 13, 2015 and the close of the Settlement Class Period.
- c. The remainder of the Net Settlement Amount will be distributed to each participating Settlement Class Member based on their proportionate number of workweeks worked during the Settlement Class Period, by multiplying the remaining Net Settlement Amount by a fraction, the numerator of which is the Settlement Class Member's total workweeks worked during the Settlement Class Period, and the denominator of which is the total number of workweeks worked by all participating Settlement Class Members during the Settlement Class Period.

c. Determination of the Amount Earned. The workweeks worked by each Settlement Class Member during the Settlement Class Period will be determined by reference to Defendant's records regarding the number of weeks employed by each Settlement Class Member during the Settlement Class Period, which will be presumed to be correct unless evidence to the contrary is submitted to the Settlement Administrator. The Parties agree to work together towards a different form of calculation should the Court have any concerns.

d. PAGA Allocation. The Parties agree to allocate twenty thousand dollars (\$20,000) to PAGA penalties, with 75% being paid to the LWDA (the LWDA PAGA Allocation) and 25% paid to Class Members as part of the Net Settlement Amount, as described above. The Settlement Administrator shall issue and mail a check to the State of California for the LWDA PAGA Allocation payment from the Class Settlement Amount. Should the Court, at the Preliminary Approval Hearing deem that additional PAGA penalties need to be allocated, or should the LWDA challenge the amount, the Parties agree to revise the allocated PAGA penalties amount as deemed necessary, the funds of which shall be paid from the Class Settlement Amount.

e. Settlement Claims Process. The Settlement Administrator shall provide Class Counsel and Defense Counsel a report listing the amount of all payments to be made to each Settlement Class Member. Checks shall be valid for 180 days from the date they are mailed by the

Settlement Administrator. Fourteen (14) calendar days before the expiration of the 180-day period, the Settlement Administrator will send a notice to Settlement Class Members who have been sent settlement award checks but who have not cashed them, reminding them of the expiration of the 180-day period. The Settlement Administrator will also perform other tasks to which the Parties mutually agree or the Court orders. Proof of payment will be provided to Class Counsel and Defense Counsel, and to the Court if required.

f. **Unclaimed Amounts.** The Parties agree that California Code of Civil Procedure section 384 is not applicable to the Class Settlement Amount, and that all Unclaimed Amounts shall be distributed by the Settlement Administrator to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the name of the Settlement Class member to whom the check was issued, until such time that they claim their property.

g. **No Effect on Benefit Plans.** The payments made to Settlement Class Members pursuant to this Agreement are not being made for any other purpose and shall not be construed as compensation for purposes of determining eligibility for any health and welfare benefits or unemployment compensation, and no benefits, including but not limited to pension and/or 401(k), shall increase or accrue as a result of any payment made as a result of this Settlement, unless required by the plan documents or otherwise required by law.

20. **Tax Treatment.**

a. The Parties agree that none of them have made any representations as to the taxability of any portion of the payments made under this Agreement and that this Settlement Agreement provides all Parties with a reasonable and adequate opportunity to seek tax advice prior to responding to the Notice Program. In the event of an audit of any Party or the Settlement Administrator with respect to this Settlement by any state or federal government agency, or if any tax authority should dispute the characterization of any of the payments made under this Agreement, each Party reserves all rights to indemnification permitted by law. Notwithstanding the above, Class Counsel assumes full responsibility for paying all taxes, federal and state, if any, due as a result of any awarded attorneys' fees and costs and agrees to indemnify Defendant for any such taxes owed by them.

b. **Allocation.** The Parties intend the Settlement Class Members' Awards to be allocated as follows: 30% of the Settlement Class Members' Awards shall be allocated as unpaid wages and will be reported as such on IRS Form W-2s, and 70% of the Settlement Class Members' Awards shall be allocated as interest and penalties, which will be reported as such on IRS Form 1099s. The Parties recognize that the Awards to be paid to Settlement Class Members reflect the settlement of a dispute over claimed wages, interest, penalties and other alleged damages.

c. **Employees' Withholding.** With respect to that portion of the Awards allocated to wages, the Settlement Administrator shall withhold the appropriate amount of employment taxes for each such Settlement Class Member's federal, state, and local employment taxes.

d. **Reporting and Remitting.** The Settlement Administrator shall be responsible for the timely reporting and remitting of all withholding taxes to the appropriate taxing authorities. Subject to the Settlement Administrator's obligation to comply with applicable laws (including obtaining duly completed IRS Form W-8 or W-9 from payees, if necessary), the Parties anticipate that any

amounts designated as interest or other non-wage reimbursements or premiums shall not be subject to withholding and shall be reported, if required, to the IRS on Form 1099-MISC. The Settlement Administrator shall satisfy all federal, state, local, and other tax reporting requirements (including any applicable reporting with respect to attorneys' fees and other costs subject to reporting), and any and all taxes, penalties and other obligations with respect to payments or distributions from the Escrow Account not otherwise addressed herein. The Escrow Account shall not be responsible for any taxes, penalties and other obligations that may be levied on Defendant except those set forth herein.

21. **Class Released Claims.**

a. Subject to final approval by the Court of the Settlement and upon the Effective Date, Named Plaintiff and Settlement Class Members who do not timely opt-out of the Settlement, will be deemed to have, and by operation of the Order Granting Final Approval of the Settlement will have, expressly and irrevocably released, acquitted, and forever discharged Released Parties including Johns Manville, all entities affiliated with it, and all officers, directors, representatives, owners, partners, subsidiaries, parent companies, joint venturers, clients, joint employers, predecessors, managers, servants, successors-in-interest, assigns, current and former employees of Johns Manville, including, but not limited to agents, insurers, attorneys, all persons or entities acting in concert with or affiliated with any of them, from any claims, causes of action, damages, wages, benefits, expenses, penalties, debts, liabilities, demands, obligations, attorney's fees, costs, and any other form of relief or remedy in law or equity arising from the Action, the PAGA Action, and any further amended pleadings as necessary, including claims for (1) failure to pay all overtime wages; (2) failure to pay minimum wages; (3) meal period violations; (4) rest period violations; (5) failure to reimburse necessary business expenses; (6) wage statement violations; (7) waiting time penalties; (8) unfair or unlawful business practices; (9) California Labor Code section 558 penalties and civil penalties pursuant to the Private Attorney Generals Act ("PAGA"), and any and all claims that were asserted or could have been asserted based on the factual allegations contained in the Action, PAGA Action or any amended complaints, including, but not limited to, claims arising from or related to the failure to pay wages, overtime, minimum wage, bonuses, shift differentials, regular rate of pay, rounding practices, wage statement violations, meal and rest periods, waiting time penalties and all other associated penalties, including but not limited to claims under California Labor Code, including but not limited to, Labor Code sections 201-204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 516, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2804, 2698, 2699 *et. seq.*, IWC Wage Order 1-2001 and any other applicable wage orders, Business and Professions Code section 17200 *et seq.*, and claims or potential claims for attorneys' fees and costs (collectively, the "Released Claims"). This release shall include all Released Claims from November 13, 2014 through the date of preliminary approval of this Agreement (the "Release Period"). The participating Settlement Class Members will be deemed to have specifically acknowledged that this Release reflects a compromise of disputed claims. Participating Settlement Class Members shall be deemed to have acknowledged and agreed that California Labor section 206.5 is not applicable to the Parties hereto. That section provides in pertinent part:

**“AN EMPLOYER SHALL NOT REQUIRE THE EXECUTION OF ANY
RELEASE OF A CLAIM OR RIGHT ON ACCOUNT OF WAGES DUE, OR
BECOME DUE, OR MADE AS AN ADVANCE ON WAGES TO BE EARNED
UNLESS PAYMENT OF THOSE WAGES HAS BEEN MADE.”**

The Released Claims do not include claims for workers' compensation benefits or any of the claims that may not be released by law.

22. **Named Plaintiff's General Release and Waiver of Rights under California Civil Code Section 1542.**

a. As a material term of this Agreement, Named Plaintiff hereby agrees that as of the Effective Date of this Agreement, Named Plaintiff hereby fully and finally releases the Released Parties from any and all claims, known and unknown, including but not limited to claims asserted in the Action, the PAGA Action and otherwise arising from or related to his work relationship with Defendant or compensation for his work for Defendant, under federal, state or local law, statute, ordinance, regulation, common law, or other source of law ("Named Plaintiff's Released Claims"), excluding those claims alleged in the Individual Action, Glen County Superior Court Case No. 19-cv-01969, for which Plaintiff has separate counsel. Named Plaintiff's Released Claims include all claims, whether known or unknown, that Named Plaintiff may have. Thus, even if Named Plaintiff discovers facts in addition to or different from those that he now knows or believe to be true with respect to the claims that are the subject of Named Plaintiff's General Release above, those claims will remain released and forever barred. Therefore, Named Plaintiff expressly waives and relinquish the provisions, rights and benefits of section 1542 of the California Civil Code, which reads:

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

b. Named Plaintiff represents and warrants that he is the sole and exclusive owners of all claims that he personally is releasing under this Agreement. Named Plaintiff further acknowledges that he has not assigned, pledged, or in any manner whatsoever, sold, transferred, assigned or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to this Litigation, including without limitation, any claim for benefits, proceeds or value under the Litigation, and that Named Plaintiff is not aware of anyone other than himself claiming any interest, in whole or in part, in the Litigation or in any benefits, proceeds or value under the Litigation.

23. **Dismissal.** Named Plaintiff shall take any and all steps to fully and finally resolve the class claims and this Action in its entirety as contemplated by this Agreement.

24. **Notice to Counsel.** All notices, requests, demands, or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be delivered personally or mailed, postage prepaid, by first-class United States mail, to the undersigned persons at their respective addresses as set forth below:

- **TO PLAINTIFF:**
HAINES LAW GROUP
Paul K. Haines
222 N. Sepulveda Blvd., Suite 1550
Los Angeles, CA 90245

- **TO DEFENDANT:**
CONSTANGY, BROOKS, SMITH & PROPHETE LLP
Barbara I. Antonucci
351 California Street, Suite 200
San Francisco, CA 94104

25. **Election To Vacate The Settlement.**

a. If more than ten percent (10%) of the Class Members collectively timely request exclusion, Defendant shall have the option, in its sole discretion, and notwithstanding any other provisions of this Agreement, to withdraw from the Agreement in its entirety, whereupon the Agreement shall be null and void for any and all purposes. If Defendant elects to exercise its rights under this provision, they will so notify Class Counsel and the Court in writing no later than ten (10) business days after receiving written notice via overnight delivery from the Settlement Administrator pursuant to Section B.16.b, *supra*, of the number of opt-outs.

b. If the Court disapproves of or refuses to enforce any material portion of this Agreement or the Court refuses to confirm any material portion of this Agreement, or if the Settlement is reversed or modified on appellate review, Defendant or Named Plaintiff shall also have the option, in their sole discretion, and notwithstanding any other provisions of this Agreement, to withdraw from the Agreement as it pertains to the Settlement in its entirety, whereupon it shall be null and void for any and all purposes. Notwithstanding the foregoing, if the Court fails to approve this Settlement for any reason, the Parties will continue to negotiate in good faith and exercise best efforts to accomplish the material terms of the Settlement and obtain further approval from the Court, if necessary. If, after all the Parties' best efforts, the Court refuses to approve the Settlement, Defendant or Named Plaintiff may exercise their option to void this Agreement as provided in this paragraph by giving notice, in writing, to opposing counsel and to the Court no later than (10) business days of the entry of the Court's order disapproving or refusing to enforce any material portion of this Agreement or the Court's order refusing to confirm any material portion of this Agreement. Should either Party exercise its rights under this Section, the Settlement shall be considered void *ab initio* and shall be of no force or effect whatsoever, and shall not be referred to or utilized for any purpose whatsoever. In the event that the Court does not approve the Attorneys' Fees and Costs in the amount requested by Class Counsel, or in the event that the Attorneys' Fees and Costs requests by Class Counsel are reduced, that finding shall not be a basis for rendering the entire Agreement null, void, or unenforceable.

c. The Parties and their counsel agree not to encourage any Class Members to opt out of the Settlement. Further, Class Counsel represents that they have not encouraged other employees to opt out or pursue individual claims against Defendant.

26. **Publicity.** Named Plaintiff and Class Counsel agree not to issue a press release or otherwise communicate with the media about the terms of the settlement at any time. Named Plaintiff and Class Counsel may not advertise or post on their website any of the terms of the settlement. Named Plaintiff and Class Counsel further agree that if contacted regarding this case by the media at any time, they will state only that the lawsuit exists and has been resolved. This provision shall not prohibit Class Counsel from communicating with Class Members after Preliminary Approval is granted.

27. **Confidentiality.** Named Plaintiff warrants that he will not disclose, disseminate and/or publicize, cause or permit to be disclosed, disseminated or publicized, any of the terms of the Memorandum of Understanding or this Agreement directly or indirectly, specifically or generally, to any person, corporation, association, governmental agency, or other entity except: (1) to his attorneys, accountants, or spouse, all of whom will also be instructed to keep this agreement confidential; (2) to the extent necessary to report income to appropriate taxing authorities; (3) in response to an order of a court of competent jurisdiction or a subpoena issued under the authority thereof; (4) in response to an inquiry or subpoena issued by a state or federal governmental agency; or (5) to the extent necessary to effectuate final approval of this Agreement. It is understood and agreed that notice of receipt by Named Plaintiff of any such judicial or agency order, inquiry or subpoena shall immediately be communicated by him to counsel for Defendant telephonically, and then confirmed immediately thereafter in writing, so that Defendant will have an opportunity to intervene to assert what rights it may have to non-disclosure prior to responses to said order, inquiry or subpoena. Except as set forth above, Named Plaintiff specifically warrants that he will not directly or indirectly initiate any conversation or other communication with any person regarding this Agreement, or the matters giving rise to this Agreement. If asked about this Agreement or the matters giving rise to this Agreement, Named Plaintiff shall respond by stating only that “the matter was resolved,” or words to that effect.

28. **Class Certification.** For the purposes of this Settlement only, the Parties agree to the certification of the Class as defined, *supra*, at Section A.5. Named Plaintiff shall bring a motion before the Court for an order conditionally certifying the Class based on the preliminary approval of this Agreement, including the Settlement Class Notice.

29. **Condition Precedent to the Settlement Taking Effect.** This Settlement is contingent upon the Court granting Preliminary and Final Approval to the Settlement.

30. **Consequences of Settlement Not Becoming Effective.** If the Condition Precedent set forth above in B.29 does not occur, nothing in this Agreement or any draft thereof, shall have any effect, nor shall any such matter be admissible in evidence for any purpose in the Litigation or in any other proceeding or forum. Should the Court deny preliminary or final approval of the Settlement, the Settlement Administrator shall return to Defendant, within ten (10) days of receipt of a written demand, all funds they previously deposited in the Escrow Account excluding the costs of the Settlement Administrator incurred in providing notice of the Settlement and performing claims administration. Named Plaintiff shall have no liability for such costs.

31. **Circular 230 Disclaimer.** Each party to this this Agreement (for purposes of this section, the “Acknowledging Party”; and each party to this Agreement other than the Acknowledging Party, an “Other Party”) acknowledges and agrees that (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisors, is or was

intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the Acknowledging Party (a) has relied exclusively upon his, her, or its own, independent legal and tax advisers for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the Acknowledging Party; and (3) no attorney or adviser to any other party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Acknowledging Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement

32. **General Matters.**

a. **Cooperation.** The Parties agree that they will cooperate to effectuate and implement all terms and conditions of this Agreement, and exercise good faith efforts to accomplish the terms and conditions of this Agreement. Class Counsel shall take all necessary steps to secure the Court's preliminary and final approval of this Settlement Agreement and Final Judgment. Class Counsel shall be responsible for drafting and filing the Motions for Preliminary and Final Approval, but shall allow opportunity for Defense Counsel to review and comment before filing and shall provide Defense Counsel draft motion(s) at least five (5) business days before filing the motion(s).

b. **No Admission.** By agreeing to this Settlement, Defendant denies that it has engaged in any unlawful activity, that it failed to comply with the law in any respect, that it has any liability to anyone based on the claims asserted in the Action, PAGA Action, or Individual Action, and Defendant asserts that but for this Settlement, a class should not be certified in this Action. This Agreement is entered into solely for the purposes of compromising highly-disputed claims. Nothing in this Agreement is intended or shall be construed as an admission of liability or wrongdoing by Defendant. This Settlement Agreement is a settlement document and shall, pursuant to California Evidence Code sec. 1152 and/or Federal Rule of Evidence 408 and/or any other similar law, be inadmissible in evidence against the Released Parties in any proceeding except an action to approve the Settlement and/or interpret or enforce the Settlement Agreement.

c. **Parties Authorized To Enter Into Settlement Agreement.** The individual(s) executing this Agreement on behalf of a Party represent and warrant that he or she is fully authorized to execute this Agreement on such Party's behalf and to carry out the obligations provided for therein. Each person executing this Agreement on behalf of a Party covenants, warrants, and represents that he or she is and has been fully authorized to do so by such Party. Each Party represents and warrants that he, she or it intends to be bound fully by the terms of this Agreement.

d. **Time Periods.** The time periods and dates described in this Agreement with respect to the giving of Settlement Class Notice and hearings will be subject to Court approval and modification by the Court or by written stipulation of counsel.

e. **No Construction Against Drafter.** This Agreement is deemed to have been drafted by all Parties, and any rule that a document shall be interpreted against the drafter will not apply to this Agreement.

f. **Agreement Binding on Successors in Interest.** This Agreement is binding on and shall inure to the benefit of the respective heirs, successors, and assigns of the Parties.

g. **Signatures.** The Parties and their counsel may sign separate copies of this Agreement, which together will constitute one agreement. In addition, signatures sent in pdf format by email or by facsimile constitute sufficient execution of this Agreement.

h. **Execution in Counterparts.** This Agreement is effective upon its execution by all Parties. The Parties may execute this Agreement in counterparts. Each counterpart shall be deemed to be an original, and execution of counterparts shall have the same force and effect as if all Parties had signed the same instrument.

i. **Entire Agreement.** This Agreement contains the entire agreement between the Parties and supersedes all prior understandings, agreements, or writings regarding the subject matter of this Agreement. This Agreement may be modified only by a written instrument signed by all Parties or their successors in interest or their duly authorized representatives.

j. **Headings.** The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

k. **Waiver.** The waiver by one Party of any breach of this Agreement by any other Party shall not be deemed a waiver, by that Party or by any other Party, of any other prior or subsequent breach of this Agreement.

l. **Governing Law.** This Agreement shall be subject to, governed by, construed, enforced and administered in accordance with the laws of the State of California.

m. **Stay Pending Final Approval.** All discovery, motions, and other proceedings, other than those necessary to obtain the Court's preliminary and final approval of the Settlement, shall be stayed pending final approval.

n. **Dispute Resolution.** The Parties shall negotiate in good faith and use best efforts to resolve all other issues necessary to effectuate the settlement contemplated herein, including, but not limited to, obtaining preliminary and final approval from the court as well as making any reasonable amendments to the settlement agreement as may be necessary to secure settlement approval. The Parties agree to submit any disputes concerning the implementation, enforcement or interpretation of this Agreement to Mediator Jeff Ross for informal resolution. In accordance with California Rule of Court 3.769(h), the Parties agree that the Court shall retain jurisdiction with respect to the interpretation, implementation and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the Settlement embodied in this Agreement and all orders and judgments entered in connection therewith

o. No Additional Attorney Fees or Costs. Except for the attorney fees and costs set forth in this Agreement, the Parties are to bear their own attorney fees and costs related to the Action.

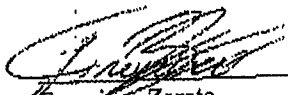
p. No Reliance on Representations. The Parties have made such investigation of the facts and law pertaining to the matters described herein and to this Agreement as they deem necessary, and have not relied, and do not rely on any statement, promise, or representation of fact or law, made by any of the other Parties, or any of their agents, employees, attorneys, or representatives, with regard to their rights or asserted rights, or with regard to the advisability of making and executing this Agreement, or with respect to any such matters. No representations, warranties, or inducements have been made of any Party concerning this Agreement other than those expressly set forth or referred to herein.

q. Class Counsel and Named Plaintiff Signatories. It is agreed that because the Settlement Class Members are so numerous, it is impossible or impractical to have each Settlement Class Member execute this Agreement. The Notice will provide all Class Members with a summary of the Settlement and will advise all Class Members of the binding nature of the Release. Excepting only those Class Members who timely submit an opt-out letter, the Class Settlement Notice shall have the same force and effect as if this Agreement were executed by each Settlement Class Member. Class Counsel warrants and represents that they are authorized by the Named Plaintiff to take all appropriate action required to effectuate the terms of this Agreement.

r. Class Counsel may not recover or seek to recover amounts for fees, costs, or disbursements from the Released Parties or from the Class Settlement Amount as related to the Released Claims except as expressly provided herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

Plaintiff Francisco Zarate



Francisco Zarate

Date: 1-9-10

Counsel for Plaintiff

Paul Haines, Esq.
Haines Law Group, APC

Date: _____

o. No Additional Attorney Fees or Costs. Except for the attorney fees and costs set forth in this Agreement, the Parties are to bear their own attorney fees and costs related to the Action.

p. No Reliance on Representations. The Parties have made such investigation of the facts and law pertaining to the matters described herein and to this Agreement as they deem necessary, and have not relied, and do not rely on any statement, promise, or representation of fact or law, made by any of the other Parties, or any of their agents, employees, attorneys, or representatives, with regard to their rights or asserted rights, or with regard to the advisability of making and executing this Agreement, or with respect to any such matters. No representations, warranties, or inducements have been made of any Party concerning this Agreement other than those expressly set forth or referred to herein.

q. Class Counsel and Named Plaintiff Signatories. It is agreed that because the Settlement Class Members are so numerous, it is impossible or impractical to have each Settlement Class Member execute this Agreement. The Notice will provide all Class Members with a summary of the Settlement and will advise all Class Members of the binding nature of the Release. Excepting only those Class Members who timely submit an opt-out letter, the Class Settlement Notice shall have the same force and effect as if this Agreement were executed by each Settlement Class Member. Class Counsel warrants and represents that they are authorized by the Named Plaintiff to take all appropriate action required to effectuate the terms of this Agreement.

r. Class Counsel may not recover or seek to recover amounts for fees, costs, or disbursements from the Released Parties or from the Class Settlement Amount as related to the Released Claims except as expressly provided herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

Plaintiff Francisco Zarate

Francisco Zarate

Date: _____

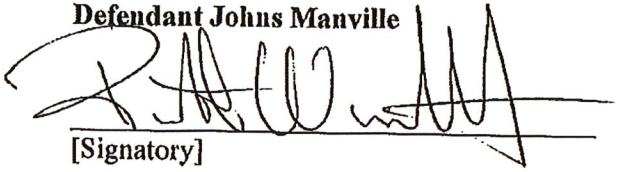
Counsel for Plaintiff



Paul Haines, Esq.
Haines Law Group, APC

Date: January 13, 2020

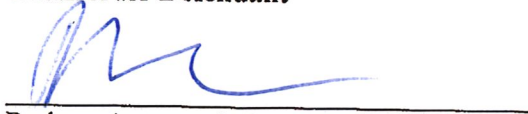
Defendant Johns Manville



[Signatory]

Date: 1/10/2020

Counsel for Defendant



Barbara Antonucci, Esq.
Constangy, Brooks, Smith & Prophete LLP

Date: 1/10/2020