

AMENDED STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement”) is reached by and between Plaintiff Belia Ramirez (“Plaintiff” or “Class Representative”), individually and on behalf of all members of the Settlement Class (defined below), on one hand, and Defendant Rubbercraft Corporation of California, LTD (“Defendant”), on the other hand. Plaintiff and Defendant are referred to herein collectively as the “Parties.” Plaintiff and the Settlement Class are represented by Paul K. Haines, Fletcher W. Schmidt, and Alexandra R. McIntosh of Haines Law Group, APC (collectively, “Class Counsel”). Defendant is represented by Boris Sorsher and Rebecca S. King of Fisher & Phillips LLP.

On March 25, 2020, Plaintiff filed a class action complaint against Defendant in Los Angeles County Superior Court titled *Belia Ramirez v. Rubbercraft Corporation of California, LTD*. Case No. 20STCV11935. On June 4, 2020, Plaintiff filed the operative First Amended Complaint (the “Action”). The Action alleges that Defendant: (i) failed to pay all minimum wages; (ii) failed to pay all overtime wages; (iii) failed to provide all meal periods; (iv) failed to authorize and permit all rest periods; (v) failed to issue accurate, itemized wage statements; (vi) engaged in unfair unlawful business practices; and (vii) is liable for civil penalties under the Private Attorneys General Act (Labor Code § 2698 *et seq.*) (“PAGA”).

On January 28, 2021, the Parties attended private mediation with Marc Feder, Esq. and reached a classwide resolution of all claims at issue in the Action. As a material term of the Parties’ settlement, Plaintiff agrees to file a Second Amended Complaint (“SAC”) which will add factual allegations and a classwide cause of action for waiting time penalties (Labor Code §§ 201-203).

Given the uncertainty of litigation, Plaintiff and Defendant wish to settle both individually and on behalf of the Settlement Class. Accordingly, Plaintiff and Defendant agree as follows:

1. **Settlement Class.** For the purposes of this Settlement Agreement only, Plaintiff and Defendant stipulate to the certification of the following Settlement Class:

All current and former non-exempt employees who performed work for Defendant in the State of California during the time period of March 25, 2016 through April 1, 2021 (the “Class Period”).

The Parties agree that certification for purposes of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

Additionally, the Parties agree to settle Plaintiff’s PAGA claim on behalf of the State of California and all “Aggrieved Employees,” defined as:

All current and former non-exempt employees who performed work for Defendant in the State of California during the time period of March 30, 2019 to April 1, 2021 (the “PAGA Period”).

2. **Release by Settlement Class Members and Plaintiff.** Plaintiff and every member of the Settlement Class (except those who opt out) will fully release and discharge Defendant and any of its former or present parents, subsidiaries, affiliates, investors, partners, owners, related organizations, predecessors or successors including but not limited to Sanders Industries Holdings, Inc. dba Integrated Polymer Solutions, Integrated Polymer Group, SI Holdings, Inc., SI Intermediate Holding, Inc., Sanders Composites, Inc., MAST Technologies LLC, International Rubber Products, Inc. (NV), Arcline Engineered Polymer Holdco LLC, Arcline Engineered Polymer Midco LLC, Arcline Engineered Polymer Topco L.P, Swift Textile Metalizing LLC, Seal Science, Inc., Arcline Engineered Polymer Holdco LLC, Arcline Engineered Polymer Midco LLC, Arcline Engineered Polymer Topco L.P, Swift Textile Metalizing LLC, Seal Science, Inc.,; Arcline Engineered Polymer Topco GP LLC; Swiftex, LLC; SHS 16, LLC; Advanced Defense Solutions Technologies, LLC; Viking Rubber Products, Inc. dba IRP Medical; Wagner Rubber Products, Inc. dba Abba Roller; Mikron Rubber Products Corp. dba MikronPMP Aerospace; Precision Molded Products; S.P.A.R.E.S.; Mikron PMP, LLC dba MikronPMP Aerospace; KDL Precision Molding, Inc.; Northern Engineering UK Limited; Northern Engineering (Sheffield) Limited; Crosslink Technology Holdings Limited; Icon Aerospace Technology Limited; Arcline Capital Partners L.P.; Arcline Capital Partners A L.P. Arcline Capital Partners Associates LP and all agents, employees, officers, directors, members, managers, holding companies, insurers, and attorneys thereof, (collectively, the “Released Parties”), as follows:

- A. Release by Settlement Class Members. All Settlement Class members will release Released Parties from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, action or causes of action, and liabilities, including costs, expenses, penalties, and attorneys’ fees, in law or equity, that Plaintiff and/or any member of the Settlement Class, had, now has, or hereafter can have which are based on the factual allegations asserted in the Action or any claims that could have been asserted in the Action based on the facts alleged in the Second Amended Complaint, including but not limited to any common law, California wage order, and statutory claims for meal and rest breaks, unpaid wages, including minimum wages, regular wages, overtime and double time wages, wage statement violations, separation pay violations, and unfair business practices. (“Released Claims”). Specifically excluded from the Released Claims are the PAGA Claims addressed separately in Paragraph 2.B. below. This release shall run from March 25, 2016 through April 1, 2021. The effective date of the Released Claims shall be the date on which Defendant fully funds the Gross Settlement Amount.
- B. Released PAGA Claims. Plaintiff and all Aggrieved Employees, regardless of whether they opt-out of the Settlement Class, will release Released Parties from any and all claims under the PAGA premised on the facts and/or allegations alleged in Plaintiff’s PAGA letter dated March 30, 2020 and amended PAGA letter dated November 19, 2021 that arose during the time period of March 30, 2019 through April 1, 2021 (the “PAGA Release Claims”). It is understood and acknowledged that all Aggrieved Employees will be issued a check for their share of the PAGA Amount and will not have the opportunity to opt out of, or object to, the PAGA Release as set forth in this Paragraph. The PAGA Release is binding upon Plaintiff and all Aggrieved Employees upon Court approval and payment of the PAGA

Amount as set forth in Paragraph 4.C. Further, Aggrieved Employees members are bound by the PAGA Release regardless of whether they cash their PAGA check.

- C. In light of Plaintiff's Class Representative Enhancement Payment, Plaintiff has agreed to release, as an individual and in addition to the Released Claims described above, all claims, whether known or unknown, under federal law or state law against the Released Parties. Plaintiff understands that this release includes unknown claims and that Plaintiff is, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

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.

Nothing contained herein shall constitute a release of any rights or claims that cannot be waived as a matter of law (including but not limited to claims arising under workers' compensation laws). Nor shall anything contained herein be construed to exclude the filing of an administrative charge or complaint with the Equal Employment Opportunity Commission or National Labor Relations Board, or participation in an administrative investigation or proceeding.

The Settlement will become final and effective only upon the occurrence of all of the following events: (a) the Court enters an order granting preliminary approval of the Settlement; (b) the Court enters an order granting final approval of the Settlement; and (c) any challenge to the Settlement, whether by objection or appeal, is resolved in favor of enforcement of the Settlement.

3. **Gross Settlement Amount.** As consideration, Defendant agrees to pay a non-reversionary "Gross Settlement Amount" of Six Hundred Thousand and Zero Cents (\$600,000.00) in full and complete settlement of the Action, as follows:
- A. The Parties have agreed to engage Phoenix Settlement Administrators as the "Settlement Administrator" to administer this Settlement.
- B. Defendant will fund the Gross Settlement Amount within thirty (30) calendar days after receipt of the Court's order granting final approval of the Settlement, which the Settlement Administrator shall hold in an established Qualified Settlement Fund ("QSF").
- C. This is a non-reversionary settlement. The Gross Settlement Amount includes:
- (1) All payments (including interest) to the Settlement Class members;
 - (2) All costs of the Settlement Administrator which are anticipated to be no greater than Eight Thousand Eight Hundred Fifty Dollars (\$8,850.00);

- (3) Up to Five Thousand Dollars and Zero Cents (\$5,000.00) for Plaintiff's Class Representative Enhancement Payment in recognition for Plaintiff's contributions to the Action and Plaintiff's service to the Settlement Class. In the event that the Court reduces or does not approve the requested Class Representative Enhancement Payment, Plaintiff shall not have the right to revoke the Settlement Agreement for that reason, and the Settlement will remain binding;
- (4) Up to one-third (33.33%) of the Gross Settlement Amount in Class Counsel's attorneys' fees (currently estimated at \$200,000.00), plus actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). In the event that the Court reduces or does not approve the requested Class Counsel attorneys' fees or costs, Class Counsel shall not have the right to revoke the Settlement Agreement based on that reason, and the Settlement will remain binding; and
- (5) Forty Thousand Dollars and Zero Cents (\$40,000.00) of the Gross Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), 75% of such penalties, or Thirty Thousand Dollars and Zero Cents (\$30,000.00), will be payable to the California Labor & Workforce Development Agency ("LWDA"), and the remaining 25%, or Ten Thousand Dollars and Zero Cents (\$10,000.00), will be payable to the Aggrieved Employees as the "PAGA Amount," as described below.

- D. Any reduction by the Court of these requests will revert to the Net Settlement Amount for distribution to the Settlement Class members who do not opt-out.
- E. **Escalator Clause.** Defendant represents that the Class Period includes approximately 40,335 workweeks. If, as of the close of the Class Period, the number of workweeks has increased by 10% or more (i.e., if there are 44,369 or more workweeks), then Defendant agrees to increase the Gross Settlement Amount for the workweeks in excess of 10% (i.e., if the actual number of workweeks is 20% greater than 40,335, Defendant would agree to increase the Gross Settlement Amount by 10%).
- F. **Employer Payroll Taxes.** The Gross Settlement Amount does not include Employer Payroll Taxes, which shall be paid by Defendant separate and apart from, and in addition to, the Gross Settlement Amount.

4. **Payments to the Settlement Class.** Settlement Class members are not required to submit a claim form to receive a payment ("Settlement Award") from the Settlement. Settlement Awards will be determined and paid as follows:

- A. The Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for Class Counsel’s attorneys’ fees, Class Counsel’s costs and expenses, the Class Representative Enhancement Payment, the Settlement Administrator’s fees and expenses for administration, and the amount of PAGA civil penalties. The remaining amount shall be known as the “Net Settlement Amount” or “NSA”.
- B. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class member’s Settlement Award based on the following formula:
- i. Wage Statement Amount: Ten percent (10%) of the Net Settlement Amount shall be designated as the “Wage Statement Amount.” Each participating Settlement Class member who was employed by Defendant at any time between March 25, 2019 and April 1, 2021, shall receive a portion of the Wage Statement Amount proportionate to the number of workweeks that he or she worked during the aforementioned time period.
 - ii. Waiting Time Amount: Five percent (5%) of the Net Settlement Amount shall be designated as the “Waiting Time Amount.” The Waiting Time Amount shall be distributed in equal, pro-rata shares to each participating Settlement Class member who separated their employment from Defendant on or after March 25, 2017.
 - iii. 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 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 Class Period, and the denominator of which is the total number of workweeks worked by all participating Settlement Class members during the Class Period.
- C. In addition to the NSA, 25% of the amount set aside as PAGA civil penalties (i.e., \$10,000) has been set aside as the “PAGA Amount”. The PAGA Amount shall be paid to all Aggrieved Employees (regardless of whether they opt out of the Settlement Class) who worked for Defendant at any time during March 30, 2019 to April 1, 2021 (the “PAGA Period”), based on their proportional number of pay periods worked for Defendant in California during the PAGA Period. Specifically, each Aggrieved Employee’s payment from the PAGA Amount will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the Aggrieved Employee’s number of pay periods worked during the PAGA Period, and the denominator of which is the total pay periods worked by all Aggrieved Employees during the PAGA Period.
- D. Within ten (10) business days following Defendant’s deposit of the Gross Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate each participating Settlement Class member’s

Settlement Award, and will prepare and mail Settlement Awards to the participating Settlement Class members and Aggrieved Employees, less applicable taxes and withholdings.

- E. Each Settlement Award shall be allocated as fifteen percent (15%) wages and eighty-five percent (85%) penalties and interest. All shares of the PAGA Amount shall be allocated as 100% penalties. The Settlement Administrator will be responsible for issuing to participating Settlement Class members an IRS Form W-2 (for amounts paid as wages) and an IRS Form 1099 (for amounts paid as penalties and interest). The Settlement Administrator shall be responsible for calculating and withholding all employee-share employment taxes and other legally required withholdings from each Settlement Award.
- F. Each member of the Settlement Class who receives a Settlement Award must cash that check within 180 days from the date the Settlement Administrator mails it. Any check that is not negotiated within one hundred eighty (180) days of mailing to a Settlement Class member shall be distributed 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. Neither Plaintiff nor Defendant shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

5. **Attorneys' Fees and Costs.** Defendant will not object to Class Counsel's request for a total award of attorneys' fees of up to one-third of the Gross Settlement Amount, which is currently estimated to be \$200,000.00. Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed \$25,000.00 from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator for the fee award approved by the Court.

6. **Class Representative Enhancement Payment.** Defendant will not object to a request for Class Representative Enhancement Payment of \$5,000.00 for Plaintiff's time and risk in prosecuting this case and Plaintiff's service to the Settlement Class. This award will be in addition to Plaintiff's Settlement Award as a Settlement Class member, and shall be reported on an IRS Form 1099 issued by the Settlement Administrator.

7. **Settlement Administrator.** Defendant will not object to the appointment of Phoenix Settlement Administrators as Settlement Administrator. Defendant will not object to Plaintiff seeking approval to pay up to \$8,850,000 for the administration services from the Gross Settlement Amount. The Settlement Administrator shall be responsible for depositing into an account and

holding the various payments from Defendant comprising the Gross Settlement Amount, sending Notice Packets in English and Spanish to the Settlement Class members, calculating Settlement Awards and preparing all checks and mailings, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount only after Settlement Awards have been mailed to all participating Settlement Class members.

8. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiff shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for settlement purposes only;
- B. Appointing Paul K. Haines, Fletcher W. Schmidt, and Alexandra R. McIntosh of Haines Law Group, APC as Class Counsel;
- C. Appointing Plaintiff Belia Ramirez as Class Representative for the Settlement Class;
- D. Approving Phoenix Settlement Administrators as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice and Notice of Settlement Award), and directing the mailing of same; and
- G. Scheduling a Final Approval hearing.

9. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within ten (10) business days after Defendant's receipt of notice of the entry of an order preliminarily approving this Agreement, Defendant will provide the Settlement Administrator with the names, last known addresses, phone numbers, social security numbers, dates of employment, and workweek data for the Settlement Administrator to use to determine the number of workweeks worked by each Settlement Class member during the Class Period.
- B. Within ten (10) business days from receipt of this information, the Settlement Administrator shall (i) run the names of all Settlement Class members through the National Change of Address ("NCOA") database to determine any updated addresses for Settlement Class members; (ii) update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Settlement Award for each Settlement Class member; and (iv) mail a Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.

- C. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a “skip trace,” to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within five (5) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have an additional fourteen (14) calendar days after the Response Deadline to opt-out, object, or dispute their Settlement Award. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline.
- D. Requests for Exclusion. Any Settlement Class member who wishes to opt-out of the Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within sixty (60) calendar days of the date of the initial mailing of the Notice Packets (the “Response Deadline”).
- i. The Notice Packet shall state that Settlement Class members who wish to exclude themselves from the Settlement must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement, except a Request for Exclusion not containing a Class Member’s telephone number and/or last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who timely requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon.
 - ii. At no time will the Parties or their counsel seek to solicit or otherwise encourage any Settlement Class member to object to the Settlement or opt-out of the Settlement Class, or encourage any Settlement Class member to appeal from the final judgment.
- E. Objections. Members of the Settlement Class who do not opt-out may object to this Settlement Agreement as explained in the Class Notice by filing a written objection

with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel, as well as file all such objections with the Court) within the Response Deadline. Defendant's counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval. To be valid, any objection must be postmarked no later than the Response Deadline. Any Settlement Class member who wishes to may appear in person or through their own counsel and raise an objection at the Final Approval Hearing.

- F. Notice of Settlement Award / Disputes. Each Notice Packet mailed to a Settlement Class member shall disclose the amount of the Settlement Class member's estimated Settlement Award as well as all of the information that was used to calculate the Settlement Award. Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice of Settlement Award, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Settlement Awards under the terms of this Settlement Agreement. However, if the Settlement Administrator and the Parties cannot agree on a resolution, the Parties will submit the dispute to the Court for a final determination.
- G. Defendant understands its legal obligation not to retaliate against the Settlement Class members for their participation and/or election to participate in the benefits to be afforded any of them by the Settlement and/or the Action.

10. **Final Approval.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiff's and Class Counsel's application for attorneys' fees and costs, Class Representative Enhancement Payment, settlement administration costs, and payment to the LWDA for its share of civil penalties under PAGA; and
- C. Entering judgment pursuant to California Rule of Court 3.769.

11. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree

that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

12. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

13. **Confidentiality.** The Parties and their counsel will keep the Settlement, the Settlement-related documents, and their Settlement negotiations confidential, and will not disclose that information to any third party until after the date of filing of Plaintiff's Motion for Preliminary Approval of Class Action Settlement. Plaintiff and her counsel agree that they have not and will not publish the Agreement. Plaintiff's counsel shall not report the Agreement in any medium or in any publication, shall not post or report anything regarding the claims of Plaintiff or the Settlement Class or the Agreement on their website, and shall not contact any reporters or media regarding the Agreement. However, Plaintiff's attorneys are authorized to make a limited disclosure to the Court for the purposes of obtaining the approval of the settlement. This disclosure is limited to court filings and submission to the California Labor and Workforce Development Agency ("LWDA"), and neither Plaintiff nor her counsel or representatives are permitted to disseminate or publish, distribute or discuss the information provided to the Court and the LWDA in those filings outside the filings themselves and any hearing held on those filings, unless ordered otherwise by the Court. Notwithstanding anything herein to the contrary, this Confidentiality provision is not intended to prohibit Plaintiff's Counsel from discussing the terms of the Settlement with the Settlement Class members and/or otherwise answering their questions regarding the Settlement.

14. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Plaintiff: Fletcher W. Schmidt of Haines Law Group, APC
2155 Campus Drive, Ste 180, El Segundo, CA 90245
fschmidt@haineslawgroup.com

if to Defendant: Boris Sorsher of Fisher & Phillips LLP
2050 Main Street, Suite 1000, Irvine, CA 92614
bsorsher@fisherphillips.com

14. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

17. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

DATED:

DEFENDANT RUBBERCRAFT CORPORATION
OF CALIFORNIA, LTD.

By: 
Name: Liana L. Steyer
Title: Chief Financial Officer

DATED:


PLAINTIFF BELIA RAMIREZ

By: _____
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED: 04/05/23

FISHER & PHILLIPS LLP

By: 
Boris Sorsher
Attorneys for Defendant

DATED:

HAINES LAW GROUP, APC

By: _____
Fletcher W. Schmidt
Attorneys for Plaintiff


DATED:

DEFENDANT RUBBERCRAFT CORPORATION
OF CALIFORNIA, LTD.

By: _____
Name: _____
Title: _____

DATED: Apr 5, 2023

PLAINTIFF BELIA RAMIREZ

By:  _____
Belia ramirez (Apr 5, 2023 15:24 PDT)
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED:

FISHER & PHILLIPS LLP

By: _____
Boris Sorsher
Attorneys for Defendant

DATED: April 5, 2023

HAINES LAW GROUP, APC

By:  _____
Fletcher W. Schmidt
Attorneys for Plaintiff