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behalf of himself and all others similarly situated
and aggrieved

Additional Counsel Listed on Next Page

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER

SERGIO RODRIGUEZ, on behalf of himself
and all others similarly situated,

Plaintiff,

v.

ACRA AEROSPACE, LLC, a Delaware
limited liability company; NOVARIA
GROUP, LLC, a Texas limited liability
company; CHRIS JONES, an individual;
MARTY MICHAEL, an individual, and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 30-2020-01171360-CU-OE-
CXC

[Assigned to the Hon. Randall J. Sherman,
in Dept. CX105]

CLASS ACTION

**JOINT STIPULATION RE: CLASS
ACTION AND REPRESENTATIVE
ACTION SETTLEMENT**

Action Filed: November 20, 2020
Trial Date: None Set

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20 Attorneys for Defendants Chris Jones and Marty Michael

1 This Joint Stipulation re: Class Action and Representative Action Settlement
2 (“Settlement” or “Agreement” or “Settlement Agreement”) is made by and between plaintiff
3 Sergio Rodriguez (“Plaintiff”) individually and on behalf of the Settlement Class, on the one
4 hand; and defendant ACRA Aerospace, LLC (“New ACRA”), Chris Jones (“Jones”), and Marty
5 Michael (“Michael” and with Jones, “Old ACRA”) (collectively, the “ACRA Defendants”), on
6 the other hand, in the lawsuit entitled *Rodriguez v. ACRA Aerospace, LLC*, filed in Orange
7 County Superior Court, Case No. 30-2020-01171360-CU-OE-CXC (the “Class Action”) and the
8 lawsuit entitled *Rodriguez v. ACRA Aerospace, LLC*, filed in Orange County Superior Court,
9 Case No. 30-2020-01171373-CU-OE-CXC (the “PAGA Action”). Plaintiff and the ACRA
10 Defendants shall be, at times, collectively referred to as the “Parties”. This Agreement is
11 intended by the Parties to fully, finally, and forever resolve the claims as set forth herein, based
12 upon and subject to the terms and conditions of this Agreement.

13 1. DEFINITIONS

14 A. “**Action**” means, collectively, *Rodriguez v. ACRA Aerospace, LLC*, filed in
15 Orange County Superior Court, Case No. 30-2020-01171360-CU-OE-CXC and *Rodriguez v.*
16 *ACRA Aerospace, LLC*, filed in Orange County Superior Court, Case No. 30-2020-01171373-
17 CU-OE-CXC.

18 B. “**Aggrieved Employees**” means Class Members working for New ACRA during
19 the PAGA Period (as defined below) as non-exempt, hourly-paid employees in California. New
20 ACRA purchased the aerospace parts manufacturing facility at which all Settlement Class
21 Members had been employed from Old ACRA, with a continuation of employees, on March 19,
22 2019, prior to the start of the PAGA Period. As a result, all Aggrieved Employees were only
23 employees of New ACRA during the PAGA Period.

24 C. “**Class Counsel**” means: David D. Bibiyan and Jeffrey D. Klein of Bibiyan Law
25 Group, P.C. The term “Class Counsel” shall be used synonymously with the term “Plaintiff’s
26 Counsel.”

27 D. “**Class Period**” means the period from April 18, 2017 through February 14, 2022.
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1 E. **“Court”** means the Superior Court of the State of California for the County of
2 Orange.

3 F. **“ACRA Defendants Counsels”** means John R. Carrigan, Jr. and Ethan Chernin
4 of Cozen O’Connor for and on behalf of New ACRA, and Tiffany Brosnan of Snell & Wilmer
5 for and on behalf of Old ACRA.

6 G. **“Final Approval Date”** means the later of: (1) the date the Court signs an Order
7 granting final approval of this Settlement (**“Final Approval”**) and Judgment; (2) if there is an
8 objector, 60 days from the date the Final Approval and Judgment; or (3) to the extent any appeals
9 have been filed, the date on which they have been resolved or exhausted.

10 H. **“ACRA Defendants”** means New ACRA and Old ACRA, collectively.

11 I. **“Employer Taxes”** means employer-funded taxes and contributions imposed on
12 the wage portions of the Individual Settlement Payments under the Federal Insurance
13 Contributions Act, the Federal Unemployment Tax Act, and any similar state and federal taxes
14 and contributions required of employers, such as for unemployment insurance.

15 J. **“General Release”** means the broader release of claims by Plaintiff, which is in
16 addition to Plaintiff’s limited release of claims as a Participating Class Member.

17 K. **“Gross Settlement Amount”** means a non-reversionary fund in the sum of Seven
18 Hundred Fifty Thousand Dollars and Zero Cents (\$750,000.00),¹ which shall be paid by the
19 ACRA Defendants, with Old ACRA making a payment of Three Hundred Seventy-Five
20 Thousand Dollars and Zero Cents (\$375,000.00) and New ACRA making a payment of Three
21 Hundred Seventy-Five Thousand Dollars and Zero Cents (\$375,000.00) (each a **“Respective
22 Settlement Share”**), from which all payments for the Individual Settlement Payments to
23 Participating Class Members, the Court-approved amounts for attorneys’ fees and reimbursement
24 of litigation costs and expenses to Class Counsel, Settlement Administration Costs, the Service
25 Award, the PAGA Payment, and the LWDA Payment shall be paid. It expressly excludes
26

27 _____
28 ¹ As the same may be increased in accordance with Paragraph 17, below.

1 Employer Taxes, which shall be paid by the ACRA Defendants (split evenly between Old ACRA
2 and New ACRA) separate, apart, and in addition to the Gross Settlement Amount.

3 **L. “Individual PAGA Payment”** means a payment made to an Aggrieved
4 Employee for his or her share of the PAGA Payment, which may be in addition to his or her
5 Individual Settlement Share if he or she is also a Participating Class Member.

6 **M. “Individual Settlement Payment”** means a payment to a Participating Class
7 Member of his or her net share of the Net Settlement Amount.

8 **N. “Individual Settlement Share”** means the gross amount of the Net Settlement
9 Amount that a Settlement Class Member is eligible to receive based on the number of Workweeks
10 that he or she worked as a Settlement Class Member during the Class Period if he or she does not
11 submit a timely and valid Request for Exclusion.

12 **O. “LWDA Payment”** means the payment to the State of California Labor and
13 Workforce Development Agency (“LWDA”) for its seventy-five percent (75%) share of the total
14 amount allocated toward penalties under the PAGA all of which is to be paid from the Gross
15 Settlement Amount. The Parties have agreed that Forty Thousand Dollars and Zero Cents
16 (\$40,000.00) shall be allocated toward PAGA penalties, of which Thirty Thousand Dollars and
17 Zero Cents (\$30,000.00) will be paid to the LWDA (*i.e.*, the LWDA Payment) and Ten Thousand
18 Dollars and Zero Cents (\$10,000.00) will be paid to Aggrieved Employees on a *pro rata* basis
19 based on the Workweeks worked for New ACRA as a non-exempt, hourly-paid employee in
20 California in the PAGA Period (*i.e.* the PAGA Payment, defined below).

21 **P. “Net Settlement Amount”** means the portion of the Gross Settlement Amount
22 that is available for distribution to the Participating Class Members after deductions for the Court-
23 approved allocations for Settlement Administration Costs, a Service Award to Plaintiff, an award
24 of attorneys’ fees, reimbursement of litigation costs and expenses to Class Counsel, the LWDA
25 Payment, and the PAGA Payment.

26 **Q. “Operative Complaint” or “Complaint”** means the Second Amended
27 Complaint to be filed in *Rodriguez v. ACRA Aerospace, LLC*, filed in Orange County Superior
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1 Court, Case No. 30-2020-01171360-CU-OE-CXC (*i.e.*, the Class Action) that effectively
2 consolidates the allegations of the PAGA Action into the Class Action for the purpose of
3 settlement approval.

4 **R. “PAGA Payment** is the 25% portion of the Forty Thousand Dollars and Zero
5 Cents (\$40,000.00) that is allocated toward PAGA penalties (Ten Thousand Dollars and Zero
6 Cents (\$10,000.00)) that will be paid to Aggrieved Employees on a *pro rata* basis based on the
7 Workweeks worked as non-exempt, hourly-paid employees in California in the PAGA Period,
8 which would be in addition to their Individual Settlement Share if they are Participating Class
9 Members, as well.

10 **S. “PAGA Period”** means the period from July 28, 2019 through February 14, 2022.

11 **T. “Participating Class Members”** means all Settlement Class Members who do
12 not submit a timely and valid Request for Exclusion.

13 **U. “Participating Individual Settlement Share”** means the gross amount of the Net
14 Settlement Amount that a Participating Class Member is eligible to receive based on the number
15 of Workweeks that he or she worked as a Settlement Class Member during the Class Period once
16 all opt-outs have been factored in, excluding any Individual PAGA Payment to which he or she
17 may be entitled if he or she is also an Aggrieved Employee.

18 **V. “Plaintiff”, “Named Plaintiff” or “Class Representative”** shall refer to
19 Plaintiff Sergio Rodriguez.

20 **W. “Preliminary Approval Date”** means the date on which the Court enters an
21 Order granting preliminary approval of the Settlement.

22 **X. “Released Parties”** shall mean the ACRA Defendants and each of its or their past,
23 present, and future respective subsidiaries, dba’s, affiliates, parents, insurers and reinsurers, and
24 ACRA Defendants-sponsored employee benefit plans of any nature and their successors and
25 predecessors in interest, including all of their officers, directors, managers, shareholders, owners,
26 employees, agents, principals, heirs, representatives, accountants, auditors, consultants,
27 attorneys, administrators, fiduciaries, trustees, beneficiaries, and agents.

1 **Y. “Response Deadline”** means the deadline for Settlement Class Members to mail
2 any Requests for Exclusion, Objections, or Workweek Disputes to the Settlement Administrator,
3 which is forty-five (45) calendar days from the date that the Class Notice is first mailed in English
4 and Spanish by the Settlement Administrator, unless a Class Member’s notice is re-mailed. In
5 such an instance, the Response Deadline shall be fifteen (15) calendar days from the re-mailing,
6 or forty-five (45) calendar days from the date of the initial mailing, whichever is later, in which
7 to postmark a Request for Exclusion, Workweek Dispute or Objection. The date of the postmark
8 shall be the exclusive means for determining whether a Request for Exclusion, Objection, or
9 Workweek Dispute was submitted by the Response Deadline.

10 **Z. “Request for Exclusion”** means a written request to be excluded from the
11 Settlement Class pursuant to Paragraph 9(C) below.

12 **AA. “Service Award”** means monetary amounts to be paid to Plaintiff of up to Seven
13 Thousand, Five Hundred Dollars and Zero Cents (\$7,500.00), which subject to Court approval,
14 will be paid out of the Gross Settlement Amount.

15 **BB. “Settlement Administration Costs”** means all costs incurred by the Settlement
16 Administrator in administration of the Settlement, including, but not limited to, translating the
17 Class Notice to Spanish, the distribution of the Class Notice to the Settlement Class in English
18 and Spanish, calculating Individual Settlement Shares, Individual Settlement Payments,
19 Individual PAGA Payments, and Participating Individual Settlement Shares, as well as associated
20 taxes and withholdings, providing declarations, generating Individual Settlement Payment
21 checks and related tax reporting forms, doing administrative work related to unclaimed checks,
22 transmitting payment to Class Counsel for the Court-approved amounts for attorneys’ fees and
23 reimbursement of litigation costs and expenses, to Plaintiff for his Service Award, and to the
24 LWDA for the LWDA Payment, providing weekly reports of opt-outs, objections and related
25 information, and any other actions of the Settlement Administrator as set forth in this Agreement,
26 all pursuant to the terms of this Agreement. The Settlement Administration Costs are estimated
27 not to exceed \$6,250.00. If the actual amount of the Settlement Administration Costs is less than
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1 \$6,250.00, the difference between \$6,250.00 and the actual Settlement Administration Costs
2 shall be a part of the Net Settlement Amount. If the Settlement Administration Costs exceed
3 \$6,250.00 then such excess will be paid solely from the Gross Settlement Amount and the ACRA
4 Defendants will not be responsible for paying any additional funds in order to pay these
5 additional costs.

6 **CC. "Settlement Administrator"** means the Third-Party Administrator mutually
7 agreed upon by the Parties that will be responsible for the administration of the Settlement
8 including, without limitation, translating the Class Notice in Spanish, the distribution of the
9 Individual Settlement Payments to be made by Defendant from the Gross Settlement Amount
10 and related matters under this Agreement.

11 **DD. "Settlement Class" or "Settlement Class Members"** means all current and
12 former non-exempt, hourly-paid employees who worked in California for the ACRA Defendants
13 at any time during the Class Period.

14 **EE. "Workweeks"** means the number of weeks that a Settlement Class Member was
15 employed by and worked for the ACRA Defendants in a non-exempt, hourly position during the
16 Class Period in California, based on hire dates, re-hire dates, and termination dates.

17 **2. BACKGROUND**

18 **A.** On July 28, 2020, Plaintiff filed with the LWDA and served on New ACRA a
19 notice under Labor Code section 2699.3 stating Plaintiff intended to serve as a proxy of the
20 LWDA to recover civil penalties for Aggrieved Employees for various Labor Code violations.
21 ("PAGA Notice"). A true and correct copy of the PAGA Notice is attached hereto as **Exhibit**
22 **"A"**.

23 **B.** On November 20, 2020, Plaintiff filed a putative wage-and-hour class action
24 alleging that, during the Class Period, the ACRA Defendants and Novaria Group, LLC, as it
25 pertains to Class Members: (1) failed to pay overtime wages; (2) failed to pay minimum wages;
26 (3) failed to provide meal periods or compensation in lieu thereof; (4) failed to provide rest
27 periods or compensation in lieu thereof; (5) failed to pay all wages due upon separation from
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1 employment; (6) failed to provide accurate wage statements; and (7) engaged in unfair
2 competition (*i.e.*, the Class Action).

3 C. Also on November 20, 2020, after sixty-five (65) days had passed without any
4 action by the LWDA with respect to the alleged labor code violations, Plaintiff filed a separate
5 representative action under PAGA seeking PAGA civil penalties against Defendant on behalf of
6 himself and all other non-exempt, hourly-paid employees of Defendant for various Labor Code
7 violations as alleged in the PAGA Notice (*i.e.*, the PAGA Action).

8 D. On March 26, 2021, Plaintiff filed a First Amended Complaint in the Class
9 Action, only bringing allegations against New ACRA and effectively dismissing without
10 prejudice from the Class Action previously three named defendants: Novaria Group, LLC, Chris
11 Jones, and Marty Michael. On April 23, 2021, Plaintiff filed a First Amended Complaint in the
12 PAGA Action, only bringing allegations against New ACRA and also effectively dismissing
13 without prejudice the foregoing three named defendants from the PAGA Action.

14 E. Shortly thereafter, the Parties agreed to exchange informal discovery and attend
15 an early mediation, in which Plaintiff was provided with, among other things: (1) a sampling of
16 time and payroll records for the putative class; (2) data points for the putative class including
17 rates of pay, hours worked, number of pay periods, number of separated employees, number of
18 employees eligible for PAGA penalties and the number of pay periods for those eligible for
19 PAGA penalties; and (3) the ACRA Defendants' employment policies.

20 F. On February 14, 2022, the Parties participated in a full-day mediation before the
21 Hon. Carl J. West (Ret.), a well-regarded mediator experienced in mediating complex labor and
22 employment matters. With the aid of the mediator's evaluation, the Parties reached the
23 Settlement to resolve the Action.

24 G. Class Counsel has conducted significant investigation of the law and facts relating
25 to the claims asserted in the Action and the PAGA Notice, and have concluded that that the
26 Settlement set forth herein is fair, reasonable, adequate, and in the best interests of the Settlement
27 Class, taking into account the sharply contested issues involved, the expense and time necessary
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1 to litigate the Action through trial and any appeals, the risks and costs of further litigation of the
2 Action, the risk of an adverse outcome, the uncertainties of complex litigation, the information
3 learned through informal discovery regarding Plaintiff's allegations, and the substantial benefits
4 to be received by Settlement Class Members. As part of the Agreement, Plaintiff agrees to file a
5 Second Amended Complaint in the Action, and dismiss the PAGA Action without prejudice,
6 thereby effectively consolidating the allegations in the Class Action and PAGA Action into the
7 Class Action and to include Jones and Michael as named defendants, as further set out below.

8 **H.** The ACRA Defendants has concluded that, because of the substantial expense of
9 defending against the Action, the length of time necessary to resolve the issues presented herein,
10 the inconvenience involved, and the concomitant disruption to its business operations, it is in its
11 best interest to accept the terms of this Agreement. The ACRA Defendants denies each of the
12 allegations and claims asserted against it or them in the Action and the PAGA Notice. However,
13 the ACRA Defendants nevertheless desires to settle the Action for the purpose of avoiding the
14 burden, expense and uncertainty of continuing litigation and for the purpose of putting to rest the
15 controversies engendered by the Action.

16 **I.** This Agreement is intended to and does effectuate the full, final, and complete
17 resolution of all Class Released Claims of Plaintiff and Participating Class Members, and all
18 PAGA Released Claims of Plaintiff and, to the extent permitted by law, of the State of California
19 and Aggrieved Employees.

20 **3. JURISDICTION**

21 The Court has jurisdiction over the Parties and the subject matter of the Action. The
22 Action includes claims that, if proven, would authorize the Court to grant relief pursuant to the
23 applicable statutes. After the Court has granted Final Approval of the Settlement and entered
24 judgment, the Court shall retain jurisdiction over the Parties to enforce the terms of the judgment
25 pursuant to California Rule of Court, rule 3.769, subdivision (h).

26 **4. STIPULATION OF CLASS CERTIFICATION**

27 The Parties stipulate to the certification of the Settlement Class under this Agreement for
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1 purposes of settlement only.

2 **5. AMENDMENT OF PLEADING AND MOTIONS FOR APPROVAL OF**
3 **SETTLEMENT**

4 The Parties hereby stipulate to the filing of a Second Amended Complaint in the Class
5 Action that includes all of the allegations in the PAGA Action and names Jones and Michael as
6 defendants. If and when the Second Amended Complaint is filed, Plaintiff will dismiss the
7 PAGA Action without prejudice, thereby effectively consolidating all allegations in the PAGA
8 Action into the Class Action.

9 After full execution of this Agreement, Plaintiff will move for an order granting
10 preliminary approval of the Settlement, approving and directing the mailing of the proposed
11 Notice of Class Action Settlement (“Class Notice”) attached hereto as **Exhibit “B”**, conditionally
12 certifying the Settlement Class for settlement purposes only, and approving the deadlines
13 proposed by the Parties for the submission of Requests for Exclusion, Workweek Disputes, and
14 Objections. Should the Court decline to conditionally certify the Class or to Preliminarily
15 Approve all material aspects of the Settlement (excluding the amounts of the attorneys’ fees and
16 reimbursement of litigation costs and expenses to Class Counsel, Settlement Administration
17 Costs, and the Service Award), the Settlement will be null and void, and the Parties will have no
18 further obligations under it. In the event the Settlement is voided, all amounts held in escrow by
19 the Settlement Administrator shall be returned to Old Acra and New Acra.

20 If and when the Court preliminarily approves the Settlement, and after administration of
21 the Class Notice in a manner consistent with the Court’s Preliminary Approval Order, Plaintiff
22 will move for an order finally approving the Settlement and seek entry of a Judgment in line with
23 this Settlement. The Parties may both respond to any Objections lodged to final approval of the
24 Settlement up to five (5) court days before the Final Approval Hearing.

25 The Parties hereby expressly agree that whether or not the Court finally approves the
26 Settlement, Plaintiff’s allegations from the PAGA Action will be effectively consolidated into
27 the Class Action, will relate back to the date on which Plaintiff filed the PAGA Notice, and the
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1 ACRA Defendants will be estopped from making any argument that there is any adverse effect
2 on the statute of limitations caused by Plaintiff's dismissal of the PAGA Action without prejudice
3 to effectuate this consolidation.

4 **6. STATEMENT OF NO ADMISSION**

5 The ACRA Defendants denies any wrongdoing of any sort and further denies any liability
6 to Plaintiff and the Settlement Class with respect to any claims or allegations asserted in the
7 Action and the PAGA Notice. This Agreement shall not be deemed an admission by the ACRA
8 Defendants of any claims or allegations asserted in the Action or the PAGA Notice. Except as
9 set forth elsewhere herein, in the event that this Agreement is not approved by the Court, or any
10 appellate court, is terminated, or otherwise fails to be enforceable, Plaintiff will not be deemed
11 to have waived, limited or affected in any way any claims, rights or remedies, or defenses in the
12 Action or the PAGA Notice, and the ACRA Defendants will not be deemed to have waived,
13 limited, or affected in any way any of its objections or defenses in the Action and the PAGA
14 Notice. The Parties shall be restored to their respective positions in the Action prior to the entry
15 of this Settlement.

16 **7. RELEASE OF CLAIMS**

17 **A. Release by All Participating Class Members.**

18 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry
19 of Judgment, and payment by the ACRA Defendants to the Settlement Administrator of the full
20 Gross Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, Plaintiff
21 and all Participating Class Members release all claims against the Released Parties asserted in
22 the Operative Complaint filed in the Class Action, or any and all claims that are or could have
23 been asserted against the Released Parties based on the factual allegations in the Operative
24 Complaint, or any and all claims that are or could have been asserted against the Released Parties
25 based on the factual allegations in the Class Action, as follows: For the duration of the Class
26 Period, the release includes, but is not limited to, for Participating Class Members: (a) all claims
27 for failure to pay overtime wages; (b) all claims for failure to pay minimum wages; (c) all claims
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1 for failure to provide compliant meal periods, or premium compensation in lieu thereof; (d) all
2 claims for failure to provide compliant rest periods, or premium compensation in lieu thereof; (e)
3 all claims for the failure to timely pay wages upon termination or resignation; (f) all claims for
4 non-compliant wage statements; and (g) all claims asserted through California Business &
5 Professions Code section 17200, *et seq.* arising out of the Labor Code violations referenced in
6 the Operative Complaint (the "Class Released Claims"). For Aggrieved Employees, and, to the
7 extent permitted by law and the State of California, the release includes for the duration of the
8 PAGA Period, all claims asserted in the PAGA Notice and alleged in the Operative Complaint,
9 for PAGA civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1197.1, and 2699 in
10 connection with alleged violations of Labor Code sections 201, 202, 203, 204, 226, 226.3, 226.7,
11 227.3, 246, *et seq.*, 432, 510, 512, 1174, 1194, 1197, 1198.5, 2699, and 2810.5 (the "PAGA
12 Released Claims"). The release expressly excludes all other claims, including claims for vested
13 benefits, wrongful termination, unemployment insurance, disability, social security, workers'
14 compensation, and any other claims outside of the Class Released Claims of Participating Class
15 Members arising during the Class Period and the PAGA Released Claims of Aggrieved
16 Employees (and, to the extent permitted by law and the State of California) arising outside of the
17 PAGA Period. The Class Released Claims and PAGA Released Claims shall be referred to
18 herein as the "Released Claims".

19 **B. Plaintiff's General Release.**

20 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry
21 of Judgment, and payment by the ACRA Defendants to the Settlement Administrator selected of
22 the full Gross Settlement Amount and Employers' Taxes necessary to effectuate the Settlement,
23 in addition to the Released Claims, Plaintiff makes the additional following General Release:
24 Plaintiff releases the Released Parties from all claims, demands, rights, liabilities and causes of
25 action of every nature and description whatsoever, known or unknown, asserted or that might
26 have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule,
27 law or regulation arising out of, relating to, or in connection with any act or omission of the
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Released Parties through the date of full execution of this Agreement in connection with Plaintiff's employment with the ACRA Defendants, except for any and all other claims that may not be released as a matter of law through this Agreement. To the extent of the General Release provided herein, Plaintiff stipulates and agrees that, upon entry of an Order granting Final Approval of the Settlement, entry of Judgment, and payment by the ACRA Defendants to the Settlement Administrator of the full Gross Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, he shall have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, 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.

The release expressly excludes Plaintiff's claims under the Fair Employment and Housing Act, the California Family Rights Act, discrimination, failure to provide reasonable accommodation, failure to engage in a good faith interactive process, retaliation, harassment, wrongful termination in violation of public policy, intentional infliction of emotional distress, negligent infliction of emotional distress, violation of Labor Code section 98.6, violation of Labor Code section 1102.5, violation of Labor Code section 132a, and related claims which shall not be affected by this Agreement.

8. SETTLEMENT ADMINISTRATOR

A. Plaintiff and the ACRA Defendants, through their respective counsel, have selected Phoenix Settlement Administrators to administer the Settlement, which includes but is not limited to translating the Class Notice to Spanish, distributing and responding to inquiries about the Class Notice and calculating all amounts to be paid from the Gross Settlement Amount. Charges and expenses of the Settlement Administrator, currently estimated to be \$6,250.00 will be paid from the Gross Settlement Amount. If the actual amount of the Settlement Administration Costs is less than \$6,250.00 the difference between \$6,250.00 and the actual

1 Settlement Administration Costs shall be a part of the Net Settlement Amount. If the Settlement
2 Administration Costs exceed \$6,250.00 then such excess will be paid solely from the Gross
3 Settlement Amount and the ACRA Defendants will not be responsible for paying any additional
4 funds in order to pay these additional costs.

5 **9. NOTICE, WORKWEEK DISPUTE, OBJECTION, AND EXCLUSION**
6 **PROCESS**

7 **A. Notice to the Settlement Class Members**

8 (1) Within ten (10) calendar days after the Court enters its Preliminary
9 Approval Order, New ACRA's Counsel shall provide the Settlement Administrator with
10 information with respect to each Settlement Class Member, including his or her: (1) name; (2)
11 last known address(es) currently in New ACRA's possession, custody, or control; (3) last known
12 telephone number(s) currently in New ACRA's possession, custody, or control; (4) last known
13 Social Security Number(s) in New ACRA's possession, custody, or control; and (5) the dates of
14 employment with the ACRA Defendants (*i.e.*, hire dates, and, if applicable, re-hire date(s) and/or
15 separation date(s)) for each Settlement Class Member ("Class List"), which shall be made
16 available to Class Counsel upon request. The Settlement Administrator shall perform an address
17 search using the United States Postal Service National Change of Address ("NCOA") database
18 and update the addresses contained on the Class List with the newly-found addresses, if any.
19 Within seven (7) calendar days of receiving the Class List from New ACRA, the Settlement
20 Administrator shall mail the Class Notice in English and Spanish to the Settlement Class
21 Members via first-class regular U.S. Mail using the most current mailing address information
22 available. The Settlement Administrator shall maintain the Class List and digital copies of all
23 the Settlement Administrator's records evidencing the giving of notice to any Settlement Class
24 Member, for at least four (4) years from the Final Approval Date.

25 (2) The Class Notice will set forth:
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- 1 (a) the Settlement Class Member's estimated Individual
2 Settlement Payment and Individual PAGA Payment,
3 and the basis for each;
- 4 (b) the information required by California Rule of Court,
5 rule 3.766, subdivision (d);
- 6 (c) the material terms of the Settlement;
- 7 (d) the proposed Settlement Administration Costs;
- 8 (e) the definition of the Settlement Class;
- 9 (f) a statement that the Court has preliminarily approved
10 the Settlement;
- 11 (g) how the Settlement Class Member can obtain
12 additional information, including contact information
13 for Class Counsel;
- 14 (h) information regarding opt-out and objection
15 procedures;
- 16 (i) the date and location of the Final Approval Hearing;
17 and
- 18 (j) that the Settlement Class Member must notify the
19 Settlement Administrator no later than the Response
20 Deadline if the Settlement Class Member disputes the
21 accuracy of the number of Workweeks as set forth on
22 his or her Class Notice ("Workweek Dispute"). If a
23 Settlement Class Member fails to timely dispute the
24 number of Workweeks attributed to him or her in
25 conformity with the instructions in the Class Notice,
26 then he or she shall be deemed to have waived any
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objection to its accuracy and any claim to any additional settlement payment based on different data.

(3) If a Class Notice from the initial notice mailing is returned as undeliverable, the Settlement Administrator will attempt to obtain a current address for the Settlement Class Member to whom the returned Class Notice had been mailed, within five (5) calendar days of receipt of the returned Class Notice, by: (1) contacting the Settlement Class Member by phone, if possible, and (2) undertaking skip tracing. If the Settlement Administrator is successful in obtaining a new address, it will promptly re-mail the Class Notice to the Settlement Class Member. Further, any Class Notices that are returned to the Settlement Administrator with a forwarding address before the Response Deadline shall be promptly re-mailed to the forwarding address affixed thereto.

(4) No later than seven (7) calendar days from the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a declaration attesting to the completion of the notice process, including the number of attempts to obtain valid mailing addresses for and re-sending of any returned Class Notices, as well as the identities, number of, and copies of all Requests for Exclusion and Objections received by the Settlement Administrator.

B. Objections.

Only Participating Class Members may object to the Settlement. In order for any Settlement Class Member to object to this Settlement in writing, or any term of it, he or she must do so by mailing a written objection to the Settlement Administrator at the address or phone number provided on the Class Notice no later than the Response Deadline. The Settlement Administrator shall email a copy of the Objection forthwith to Class Counsel and the ACRA Defendants' counsels and attach copies of all Objections to the Declaration it provides Class Counsel, which Class Counsel shall file in support of Plaintiff's Motion for Final Approval. The Objection must set forth in writing: (1) the Objector's name; (2) the Objector's address; (3) the last four digits of the Objector's Social Security Number; (4) the Objector's signature; (5) a

1 statement of whether the Objector plans to appear at the Final Approval Hearing; and (6) the
2 reason(s) for the Objection, along with whatever legal authority, if any, the Objector asserts in
3 support of the Objection. If a Settlement Class Member objects to the Settlement, the Settlement
4 Class Member will remain a member of the Settlement Class and if the Court approves this
5 Agreement, the Settlement Class Member will be bound by the terms of the Settlement in the
6 same way and to the same extent as a Settlement Class Member who does not object. The date
7 of mailing of the Class Notice to the objecting Settlement Class Member shall be conclusively
8 determined according to the records of the Settlement Administrator. Settlement Class Members
9 need not object in writing to be heard at the Final Approval Hearing; they may object or comment
10 in person at the hearing at their own expense. Class Counsel and Defendant's Counsel may
11 respond to any objection lodged with the Court up to five (5) court days before the Final Approval
12 Hearing.

13 **C. Requesting Exclusion.**

14 Any Settlement Class Member may request exclusion from (*i.e.*, "opt out" of) the
15 Settlement by mailing a written request to be excluded from the Settlement ("Request for
16 Exclusion") to the Settlement Administrator, postmarked on or before the Response Deadline.
17 To be valid, a Request for Exclusion must include: (1) the Class Member's name; (2) the Class
18 Member's Social Security Number; (3) the Class Member's signature; and (4) the following
19 statement: "Please exclude me from the Settlement Class in the *Rodriguez v. ACRA Aerospace,*
20 *LLC* matter" or any statement of similar meaning standing for the proposition that the Class
21 Member does not wish to participate in the Settlement. The Settlement Administrator shall
22 immediately provide copies of all Requests for Exclusion to Class Counsel and the ACRA
23 Defendants' Counsels and shall report the Requests for Exclusions that it receives, to the Court,
24 in its declaration to be provided in advance of the Final Approval Hearing. Any Settlement Class
25 Member who requests exclusion using this procedure will not be entitled to receive any payment
26 from the Settlement and will not be bound by the Settlement Agreement or have any right to
27 object to, appeal, or comment on the Settlement. Any Settlement Class Member who does not
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1 opt out of the Settlement by submitting a timely and valid Request for Exclusion will be bound
2 by all terms of the Settlement, including those pertaining to the Released Claims, as well as any
3 Judgment that may be entered by the Court if Final Approval of the Settlement is granted. A
4 Settlement Class Member cannot submit both a Request for Exclusion and an objection. If a
5 Settlement Class Member submits an Objection and a Request for Exclusion, the Request for
6 Exclusion will control and the Objection will be overruled. Settlement Class Members who
7 worked during the PAGA Period as Aggrieved Employees that submit a valid Request for
8 Exclusion will still be deemed Aggrieved Employees, will still receive their Individual PAGA
9 Payments, and will be bound by the release of the PAGA Released Claims.

10 **D. Disputes Regarding Settlement Class Members' Workweek Data.**

11 Each Settlement Class Member may dispute the number of Workweeks attributed to him
12 or her on his or her Class Notice ("Workweek Dispute"). Any such disputes must be mailed to
13 the Settlement Administrator by the Settlement Class Member, postmarked on or before the
14 Response Deadline. The Settlement Administrator shall immediately provide copies of all
15 disputes to Class Counsel and ACRA Defendants Counsels and shall immediately attempt to
16 resolve all such disputes directly with relevant Settlement Class Member(s) with the assistance
17 of the ACRA Defendants and Class Counsel. If the dispute cannot be resolved in this manner, the
18 Court shall adjudicate the dispute.

19 **10. INDIVIDUAL SETTLEMENT PAYMENTS AND INDIVIDUAL**
20 **PAGA PAYMENTS**

21 Individual Settlement Payments will be calculated and distributed to Participating Class
22 Members from the Net Settlement Amount on a *pro rata* basis, based on the Participating Class
23 Members' respective number of Workweeks during the Class Period. Individual PAGA
24 Payments to Aggrieved Employees will be calculated and distributed to Aggrieved Employees
25 from the PAGA Payment on a *pro rata* basis based on Aggrieved Employees' respective
26 number of Workweeks during the PAGA Period. Specific calculations of the Individual
27 Settlement Shares and Individual PAGA Payments to Aggrieved Employees will be made as
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1 follows:

2 **A.** The Settlement Administrator will determine the total number of Workweeks
3 worked by each Settlement Class Member during the Class Period (“Class Member’s
4 Workweeks”), as well as the aggregate number of Workweeks worked by all Settlement Class
5 Members during the Class Period (“Class Workweeks”). Additionally, the Settlement
6 Administrator will determine the total number of Workweeks worked by each Aggrieved
7 Employee during the PAGA Period (“Aggrieved Employee’s Workweeks”), as well as the
8 aggregate number of Workweeks worked by all Aggrieved Employees during the PAGA Period
9 (“PAGA Workweeks”).

10 **B.** To determine each Settlement Class Member’s Individual Settlement Share, the
11 Settlement Administrator will use the following formula: Individual Settlement Share =
12 (Settlement Class Member’s Workweeks ÷ Class Workweeks) × Net Settlement Amount.

13 **C.** To determine each Participating Class Member’s Participating Individual
14 Settlement Share, the Settlement Administrator will determine the aggregate number of
15 Workweeks worked by all Participating Class Members during the Class Period (“Participating
16 Class Workweeks”) and use the following formula: Individual Settlement Share =
17 (Participating Class Member’s Workweeks ÷ Participating Class Workweeks) × Net Settlement
18 Amount.

19 **D.** The net amount of the Participating Individual Settlement Share is to be paid out
20 to Participating Class Members by way of check and is referred to as “Individual Settlement
21 Payment(s)”.

22 **E.** To determine each Aggrieved Employee’s Individual PAGA Payment, the
23 Settlement Administrator will use the following formula: Aggrieved Employee’s Individual
24 PAGA Payment = (Aggrieved Employee’s Workweeks ÷ PAGA Workweeks) x \$10,000.00
25 (the PAGA Payment).

26 **F.** Individual Settlement Payments and Individual PAGA Payments shall be paid
27 to Participating Class Members and/or Aggrieved Employees by way of check. When a
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1 Participating Class Member is also an Aggrieved Employee, one check may be issued that
2 aggregates both the Individual Settlement Payment and the Individual PAGA Payment

3 **11. DISTRIBUTION OF PAYMENTS**

4 **A. Distribution of Individual Settlement Payments.**

5 Participating Class Members will receive an Individual Settlement Payment and
6 Aggrieved Employees will receive an Individual PAGA Payment. Individual Settlement
7 Payment and Individual PAGA Payment checks shall remain valid and negotiable for one
8 hundred and eighty (180) calendar days after the date of their issuance. Within seven (7)
9 calendar days after expiration of the 180-day period, checks for such payments shall be
10 canceled and funds associated with such checks shall be considered unpaid, unclaimed or
11 abandoned cash residue pursuant to Code of Civil Procedure section 384 ("Unpaid
12 Residue"). The Unpaid Residue plus accrued interest, if any, as provided in Code of Civil
13 Procedure section 384, shall be transmitted to Legal Aid at Work, 180 Montgomery Street,
14 Suite 600, San Francisco, California 94104, the *cy pres* recipient, for use in Orange
15 County. The Parties and their counsel, by signing this Agreement, agree that they have no
16 interest in the governance of the *cy pres* recipient, nor do they have a conflict of interest with
17 the *cy pres* recipient designated herein. The Settlement Administrator shall prepare a report
18 regarding the distribution plan pursuant to Code of Civil Procedure section 384 and the report
19 shall be presented to the Court by Class Counsel along with a proposed amended judgment that
20 is consistent with the provisions of Code of Civil Procedure section 384.

21 **B. Funding of Settlement.**

22 Old ACRA and New ACRA shall, within 30 days of execution of this Agreement, make
23 payment of their Respective Settlement Shares of the Gross Settlement Amount (*i.e.* \$375,000 to
24 be paid by Old ACRA and \$375,000 to be paid by New ACRA) to the Settlement Administrator
25 pursuant to Internal Revenue Code section 1.468B-1 for deposit in an interest-bearing qualified
26 settlement account ("QSA") with an FDIC insured banking institution, for distribution in
27 accordance with this Agreement and the Court's Orders and subject to the conditions described
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1 herein. And, within fifteen (15) calendar days of the Settlement Administrator providing notice
2 to Old ACRA and New ACRA of the employer payroll taxes owed in connection with the Gross
3 Settlement Amount (but in no event sooner than fifteen (15) days from the signing of this
4 Agreement), Old ACRA and New ACRA shall each deposit Fifty Percent (50%) of the total
5 employer payroll taxes owed into the QSA (or pay Fifty Percent (50%) of the total employer
6 payroll taxes to the Settlement Administrator).

7 Furthermore, in the event the Gross Settlement Amount is increased pursuant to
8 paragraph 17 of this Agreement, Old ACRA and New ACRA shall make payment of any increase
9 in the Gross Settlement Amount to the Settlement Administrator within fifteen (15) calendar days
10 of notice by the Settlement Administrator. Old ACRA and New ACRA shall make payment of
11 any increase in the Gross Settlement Amount equally (*i.e.* 50% to be paid by Old ACRA and
12 50% to be paid by New ACRA).

13 **C. Time for Distribution.**

14 Within seven (7) calendar days after payment of the full Gross Settlement Amount and
15 Employer Taxes by the ACRA Defendants, or as soon thereafter as practicable, the Settlement
16 Administrator shall distribute Payments from the QSA for: (1) the Service Award to Plaintiff as
17 specified in this Agreement and approved by the Court; (2) the Attorneys' Fees and Cost Award
18 to be paid to Class Counsel, as specified in this Agreement and approved by the Court; (3) the
19 Settlement Administrator Costs, as specified in this Agreement and approved the Court; (4) the
20 LWDA Payment, as specified in this Agreement and approved by the Court; and (5) Individual
21 PAGA Payments as specified in this Agreement and approved by the Court. The balance
22 remaining shall constitute the Net Settlement Amount from which Individual Settlement
23 Payments shall be made to Participating Class Members, less applicable taxes and withholdings.
24 All interest accrued shall be for the benefit of the Class Members and distributed on a *pro rata*
25 basis to Participating Class Members based on the number of Workweeks worked by them in the
26 Class Period.

1 **12. ATTORNEYS' FEES AND LITIGATION COSTS**

2 Class Counsel shall apply for, and the ACRA Defendants shall not oppose, an award of
3 attorneys' fees of up to 35% of the Gross Settlement Amount, which, unless escalated pursuant
4 to Paragraph 17 of this Agreement, amounts to Two Hundred Sixty-Two Thousand, Five
5 Hundred Dollars and Zero Cents (\$262,500.00). Class Counsel shall further apply for, and the
6 ACRA Defendants shall not oppose, an application or motion by Class Counsel for
7 reimbursement of actual costs associated with Class Counsel's prosecution of this matter as set
8 forth by declaration testimony in an amount up to Twenty-Five Thousand Dollars and Zero Cents
9 (\$25,000.00). Awards of attorneys' fees and costs shall be paid out of the Gross Settlement
10 Amount, for all past and future attorneys' fees and costs necessary to prosecute, settle, and obtain
11 Final Approval of the settlement in the Action and the PAGA Action. The "future" aspect of the
12 amounts stated herein includes, without limitation, all time and expenses expended by Class
13 Counsel (including any appeals therein). There will be no additional charge of any kind to either
14 the Settlement Class Members or request for additional consideration from the ACRA
15 Defendants for such work unless, the ACRA Defendants materially breaches this Agreement,
16 including any term regarding funding, and further efforts are necessary from Class Counsel to
17 remedy said breach, including, without limitation, moving the Court to enforce the Agreement.
18 Should the Court approve attorneys' fees and/or litigation costs and expenses in amounts that are
19 less than the amounts provided for herein, then the unapproved portion(s) shall be a part of the
20 Net Settlement Amount.

21 **13. SERVICE AWARD TO PLAINTIFF**

22 Named Plaintiff shall seek, and the ACRA Defendants shall not oppose, a Service Award
23 in an amount not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00)
24 for participation in and assistance with the Class Action. Any Service Award awarded to Plaintiff
25 shall be paid from the Gross Settlement Amount and shall be reported on an IRS Form 1099. If
26 the Court approves the Service Award to Plaintiff in less than the amounts sought herein, then
27 the unapproved portion(s) shall be a part of the Net Settlement Amount.

1 **14. TAXATION AND ALLOCATION**

2 a. Each Individual Settlement Share shall be allocated as follows: 20% as wages (to
3 be reported on an IRS Form W2); and 80% as interest and penalties (to be reported on an IRS
4 Form 1099). Each Individual PAGA Payment shall be allocated entirely as penalties (to be
5 reported on an IRS Form 1099). The Parties agree that the employees' share of taxes and
6 withholdings with respect to the wage-portion of the Individual Settlement Share will be withheld
7 from the Individual Settlement Share in order to yield the Individual Settlement Payment. The
8 amount of federal income tax withholding will be based upon a flat withholding rate for
9 supplemental wage payments in accordance with Treasury Regulation § 31.3402(g)-1(a)(2) as
10 amended or supplemented. Income tax withholding will also be made pursuant to applicable
11 state and/or local withholding codes or regulations.

12 b. Forms W-2 and/or Forms 1099 will be distributed by the Settlement Administrator
13 at times and in the manner required by the Internal Revenue Code of 1986 (the "Code") and
14 consistent with this Agreement. If the Code, the regulations promulgated thereunder, or other
15 applicable tax law is changed after the date of this Agreement, the processes set forth in this
16 Section may be modified in a manner to bring the ACRA Defendants into compliance with any
17 such changes.

18 c. All Employer Taxes shall be paid by the ACRA Defendants separate, apart, and
19 in addition to the Gross Settlement Amount. The ACRA Defendants shall remain liable to pay
20 the employer's share of payroll taxes as described above.

21 d. Neither Counsel for Plaintiff nor the ACRA Defendants intend anything contained
22 in this Agreement to constitute advice regarding taxes or taxability, nor shall anything in this
23 Agreement be relied upon as such within the meaning of United States Treasury Department
24 Circular 230 (31 C.F.R. Part 10, as amended) or otherwise.

25 **15. PRIVATE ATTORNEYS' GENERAL ACT ALLOCATION**

26 The Parties agree to allocate Forty Thousand Dollars and Zero Cents (\$40,000.00) of the
27 Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five percent
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(75%) of the amount allocated toward PAGA (\$30,000.00) will be paid to the LWDA and twenty-five percent (25%) (\$10,000.00) will be distributed to Aggrieved Employees on a *pro rata* basis based upon their respective Workweeks worked as Aggrieved Employees during the PAGA Period.

16. COURT APPROVAL

This Agreement is contingent upon an order by the Court granting Final Approval of the Settlement, and that the LWDA does not intervene and object to the Settlement. In the event it becomes impossible to secure approval of the Settlement by the Court and the LWDA, the Parties shall be restored to their respective positions in the Action and PAGA Action prior to entry of this Settlement. If this Settlement Agreement is voided, not approved by the Court or approval is reversed on appeal, it shall have no force or effect and no Party shall be bound by its terms except to the extent: (a) the Court reserves any authority to issue any appropriate orders when denying approval; and/or (b) there are any terms and conditions in this Settlement Agreement specifically stated to survive the Settlement Agreement being voided or not approved, and which control in such an event.

17. INCREASE IN WORKWEEKS

The ACRA Defendants represents that there are no more than 12,552 Workweeks worked during the Class Period through February 14, 2022, the date of mediation. In the event that it is determined that the number of Workweeks worked by Class Members during the Class Period increases by more than 5%, or 628 Workweeks, as of February 14, 2022, then the Gross Settlement Amount shall be increased proportionally by the Workweeks in excess of 12,552 Workweeks multiplied by the Workweek Value. The Workweek Value shall be calculated by dividing the originally agreed-upon Gross Settlement Amount (\$750,000.00) by 12,552, which amounts to a Workweek Value of \$59.75. Thus, for example, should there be 14,000 Workweeks in the Class Period, then the Gross Settlement Amount shall be increased by \$86,447. ((14,000 Workweeks – 12,552 Workweeks) x \$59.70 per Workweek.).

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1 **18. NOTICE OF JUDGMENT**

2 In addition to any duties set out herein, the Settlement Administrator shall provide
3 notice of the Final Judgment entered in the Action by posting the same on its website for a
4 period of no less than four (4) years.

5 **19. WITHDRAWAL FROM SETTLEMENT BASED ON REQUESTS FOR**
6 **EXCLUSION**

7 If ten percent (10%) or more of the Settlement Class submit valid Requests for Exclusion,
8 the ACRA Defendants may, at their sole discretion, terminate this Agreement. ACRA
9 Defendants must provide written notice to Class Counsel of their withdrawal within ten (10)
10 calendar days of receiving sufficient information to determine that the opt-out rate exceeds 10%.
11 If a termination of this Agreement under this section occurs, the Parties shall be placed back in
12 their respective positions as of the date of mediation, without prejudice to any Party, and the
13 termination of this Agreement will render this Agreement null, void, and unenforceable.
14 However, if the ACRA Defendants (or either of them) exercise the option to terminate this
15 Agreement pursuant to this Paragraph, the terminating party shall be responsible for all
16 Settlement Administrator Costs incurred through time of termination of this Agreement.

17 **20. MISCELLANEOUS PROVISIONS**

18 **A. Interpretation of the Agreement.**

19 This Agreement constitutes the entire agreement between the Parties with respect to its
20 subject matter. Except as expressly provided herein, this Agreement has not been executed in
21 reliance upon any other written or oral representations or terms, and no such extrinsic oral or
22 written representations or terms shall modify, vary or contradict its terms. In entering into this
23 Agreement, the Parties agree that this Agreement is to be construed according to its terms and
24 may not be varied or contradicted by extrinsic evidence. The Agreement will be interpreted and
25 enforced under the laws of the State of California, both in its procedural and substantive aspects,
26 without regard to its conflict of law provisions. Any claim arising out of or relating to the
27 Agreement, or the subject matter hereof, will be resolved solely and exclusively in the Superior
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1 Court of the State of California for the County of Orange, and Plaintiff and the ACRA Defendants
2 hereby consent to the personal jurisdiction of the Court in the Action over it solely in connection
3 therewith. The foregoing is only limited to disputes concerning this Agreement. The Parties,
4 and each of them, participated in the negotiation and drafting of this Agreement and had available
5 to them the advice and assistance of independent counsel. As such, neither Plaintiff nor the
6 ACRA Defendants may claim that any ambiguity in this Agreement should be construed against
7 the other. The Agreement may be modified only by a writing signed by counsel for the Parties
8 and approved by the Court.

9 **B. Further Cooperation.**

10 The Parties and their respective attorneys shall proceed diligently to prepare and execute
11 all documents, to seek the necessary approvals from the Court, and to do all things reasonably
12 necessary to consummate the Settlement as expeditiously as possible. The Parties agree that they
13 will not take any action inconsistent with this Agreement, including, without limitation,
14 encouraging Class Members to opt out of the Settlement. In the event the Court finds that any
15 Party has taken actions inconsistent with the Settlement, including, without limitation,
16 encouraging Class Members to opt out of the Settlement, the Court may take any corrective
17 actions, including enjoining any Party from communicating regarding the Settlement on an *ex*
18 *parte* basis, issuing (a) corrective notice(s), awarding monetary, issue, evidentiary and/or
19 terminating sanctions against that Party, and/or enforcing this Agreement despite the presence of
20 opt-outs and/or objections.

21 **C. Counterparts.**

22 The Agreement may be executed in one or more actual or non-original counterparts, all
23 of which will be considered one and the same instrument and all of which will be considered
24 duplicate originals.

25 **D. Authority.**

26 Each individual signing below warrants that he or she has the authority to execute this
27 Agreement on behalf of the Party for whom or which that individual signs.
28

1 **E. No Third-Party Beneficiaries.**

2 Plaintiff, Participating Class Members, Aggrieved Employees, the State of California,
3 Class Counsel, and the ACRA Defendants are direct beneficiaries of this Agreement, but there
4 are no third-party beneficiaries.

5 **F. Deadlines Falling on Weekends or Holidays.**


6 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday,
7 or legal holiday, that deadline shall be continued until the following business day.

8 **G. Severability.**

9 In the event that one or more of the provisions contained in this Agreement shall for any
10 reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
11 unenforceability shall in no way effect any other provision if Defendant's Counsel and Class
12 Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed
13 as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

14
15 **IT IS SO AGREED:**

16 Dated: Jun 7, 2022, 2022


Sergio Rodriguez (Jun 7, 2022 15:12 PDT)

SERGIO RODRIGUEZ
Plaintiff and Class Representative

17
18
19
20 Dated: _____, 2022

ACRA AEROSPACE, LLC
Defendant
By:
Its:

21
22
23
24
25 Dated: _____, 2022

CHRIS JONES
Defendant

1 **E. No Third-Party Beneficiaries.**

2 Plaintiff, Participating Class Members, Aggrieved Employees, the State of California,
3 Class Counsel, and the ACRA Defendants are direct beneficiaries of this Agreement, but there
4 are no third-party beneficiaries.

5 **F. Deadlines Falling on Weekends or Holidays.**

6 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday,
7 or legal holiday, that deadline shall be continued until the following business day.

8 **G. Severability.**

9 In the event that one or more of the provisions contained in this Agreement shall for any
10 reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
11 unenforceability shall in no way effect any other provision if Defendant's Counsel and Class
12 Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed
13 as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.
14

15 **IT IS SO AGREED:**

16 Dated: _____, 2022

SERGIO RODRIGUEZ
Plaintiff and Class Representative

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20 Dated: JUNE 6, 2022

ACRA AEROSPACE, LLC
Defendant

By: ANDREW LEWIS
Its: REGIONAL CONTROLLER

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24
25 Dated: _____, 2022

CHRIS JONES
Defendant

1 **E. No Third-Party Beneficiaries.**

2 Plaintiff, Participating Class Members, Aggrieved Employees, the State of California,
3 Class Counsel, and the ACRA Defendants are direct beneficiaries of this Agreement, but there
4 are no third-party beneficiaries.

5 **F. Deadlines Falling on Weekends or Holidays.**

6 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday,
7 or legal holiday, that deadline shall be continued until the following business day.

8 **G. Severability.**

9 In the event that one or more of the provisions contained in this Agreement shall for any
10 reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
11 unenforceability shall in no way effect any other provision if Defendant's Counsel and Class
12 Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed
13 as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

14
15 **IT IS SO AGREED:**

16 Dated: _____, 2022

SERGIO RODRIGUEZ
Plaintiff and Class Representative

17
18
19
20 Dated: _____, 2022

ACRA AEROSPACE LLC
Defendant
By:
Its:

21
22
23
24 Dated: June 6, 2022

CHRIS JONES
Defendant

1 Dated: 6/5/2022, 2022


MARTY MICHAEL
Defendant

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5 **AGREED AS TO FORM ONLY:**

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7 Dated: _____, 2022

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DAVID D. BIBIYAN
VEDANG J. PATEL
Counsel for Plaintiff Sergio Rodriguez

Dated: _____, 2022

JOHN CARRIGAN, JR.
ETHAN CHERNIN
Counsel for Defendant ACRA Aerospace, LLC

Dated: _____, 2022

TIFFANNY BROSNAN
Counsel for Defendants Chris Jones and Marty Michael

Received

JUN 10 2022

Snell & Wilmer

1 Dated: _____, 2022

MARTY MICHAEL
Defendant

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5 **AGREED AS TO FORM ONLY:**

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7 Dated: June 9 _____, 2022

Vedang J. Patel
DAVID D. BIBIYAN
VEDANG J. PATEL
Counsel for Plaintiff Sergio Rodriguez

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12 Dated: _____, 2022

JOHN CARRIGAN, JR.
ETHAN CHERNIN
Counsel for Defendant ACRA Aerospace,
LLC

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17
18 Dated: _____, 2022

TIFFANNY BROSNAN
Counsel for Defendants Chris Jones and
Marty Michael

1 Dated: _____, 2022


MARTY MICHAEL
Defendant

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5 **AGREED AS TO FORM ONLY:**

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7 Dated: _____, 2022

8 DAVID D. BIBIYAN
9 VEDANG J. PATEL
Counsel for Plaintiff Sergio Rodriguez

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11
12 Dated: June 14, 2022

13 
JOHN CARRIGAN JR.
14 ETHAN CHERNIN
Counsel for Defendant ACRA Aerospace,
15 LLC

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18 Dated: _____, 2022

19 TIFFANNY BROSNAN
20 Counsel for Defendants Chris Jones and
Marty Michael

1 Dated: _____, 2022

MARTY MICHAEL
Defendant

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5 **AGREED AS TO FORM ONLY:**

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7 Dated: _____, 2022

8 DAVID D. BIBIYAN
9 VEDANG J. PATEL
10 **Counsel for Plaintiff Sergio Rodriguez**

11
12 Dated: _____, 2022

13 JOHN CARRIGAN, JR.
14 ETHAN CHERNIN
15 **Counsel for Defendant ACRA Aerospace, LLC**

16
17
18 Dated: June 3, 2022


19 TIFFANNY BROSNAN
20 **Counsel for Defendants Chris Jones and Marty Michael**

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