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11 Attorneys for Defendant NATIONAL METAL STAMPINGS, INC.

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **COUNTY OF LOS ANGELES**

14 JORGE HUIZAR, on behalf of himself and
15 all others similarly situated,

16 Plaintiffs,
17 vs.

18 NATIONAL METAL STAMPINGS, INC.,
19 a California Corporation; and, DOES 1
20 through 100, inclusive,

21 Defendants.

Case No. 22STCV14679

Assigned for All Purposes to:
The Hon. Maren Nelson
Dept. SSC-17

**AMENDED STIPULATION RE: CLASS
ACTION AND PAGA SETTLEMENT**

Filed: May 03, 2022
Trial Date: None

22 **AMENDED STIPULATION RE: CLASS ACTION AND PAGA SETTLEMENT**
23 **AGREEMENT**

24 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and
25 between plaintiff JORGE HUIZAR (“Plaintiff”) and defendant NATIONAL METAL

1 STAMPINGS, INC. (“Defendant”), and shall supersede the prior agreement executed on
2 October 18, 2022. The Agreement refers to Plaintiff and Defendant
collectively as “Parties,” or individually as “Party.”

3 **1. DEFINITIONS.**

4 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant
5 captioned *Huizar v. National Metal Stampings, Inc.*, Case No. 22STCV14679 initiated on May
6 3, 2022 and pending in Superior Court of the State of California, County of Los Angeles.

7 1.2. “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties
8 have agreed to appoint to administer the Settlement.

9 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid
10 from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance
11 with the Administrator’s “not to exceed” bid submitted to the Court in connection with
12 Preliminary Approval of the Settlement.

13 1.4. “Aggrieved Employee” means “all hourly employees employed by Defendant in the State
14 of California during the PAGA Period.”

15 1.5. “Class” means “all hourly employees employed by Defendant in the State of California
16 during the Class Period.”

17 1.6. “Class Counsel” means Sam Kim and Yoonis Han of Verum Law Group, APC.

18 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean
19 the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and
20 expenses, respectively, incurred to prosecute the Action.

21 1.8. “Class Data” means Class Member identifying information in Defendant’s possession
22 including the Class Member’s name, last-known mailing address, Social Security number, and
23 number of Class Period Workweeks and PAGA Pay Periods.

24 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either
25 a Participating Class Member or Non-Participating Class Member (including a Non-
26 Participating Class Member who qualifies as an Aggrieved Employee).

27 1.10. “Class Member Address Search” means the Administrator’s investigation and search for
28 current Class Member mailing addresses using all reasonably available sources, methods and
means including, but not limited to, the National Change of Address database, skip traces, and
direct contact by the Administrator with Class Members.

1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION
SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to
Class Members in English and Spanish in the form, without material variation, attached as

1 Exhibit A and incorporated by reference into this Agreement.

2 1.12. "Class Period" means the period from May 3, 2018 to July 20, 2022.

3 1.13. "Class Representative" means the named Plaintiff in the operative complaint in the
4 Action seeking Court approval to serve as a Class Representative.

5 1.14. "Class Representative Service Payment" means the payment to the Class
6 Representative for initiating the Action and providing services in support of the Action.

7 1.15. "Court" means the Superior Court of California, County of Los Angeles.

8 1.16. "Defendant" means named Defendant NATIONAL METAL STAMPING, INC.

9 1.17. "Defense Counsel" means Robert B. Rosenstein of Rosenstein & Associates.

10 1.18. "Effective Date" means the date by when both of the following have occurred: (a) the
11 Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
12 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
13 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if
14 one or more Participating Class Members objects to the Settlement, the day after the deadline
for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed,
the day after the appellate court affirms the Judgment and issues a remittitur.

15 1.19. "Final Approval" means the Court's order granting final approval of the Settlement.

16 1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of
17 the Settlement.

18 1.21. "Final Judgment" means the Judgment Entered by the Court upon Granting Final
19 Approval of the Settlement.

20 1.22. "Gross Settlement Amount" means Four Hundred Forty-Five Thousand Dollars and Zero
21 Cents (\$445,000.00) which is the total amount Defendant agrees to pay under the Settlement
22 except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay
23 Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class
Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the
Administrator's Expenses.

24 1.23. "Individual Class Payment" means the Participating Class Members pro rata share of the
25 Net Settlement Amount calculated according to the number of Workweeks worked during the
26 Class Period.

27 1.24. "Individual PAGA Payment" means the Aggrieved Employees pro rata share of 25% of
28 the PAGA Penalties calculated according to the number of Workweeks worked during the
PAGA Period.

1 1.25. "Judgment" means the judgment entered by the Court based upon the Final
2 Approval.

3 1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency
4 entitled, under Labor Code section 2699, subd. (i).

5 1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA
6 under Labor Code section 2699, subd. (i).

7 1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following
8 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA
9 PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class
Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The
remainder is to be paid to Participating Class Members as Individual Class Payments.

10 1.29. "Non-Participating Class Member" means any Class Member who opts out of the
11 Settlement by sending the Administrator a valid and timely Request for Exclusion.

12 1.30. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee
13 worked for Defendant for at least one day during the PAGA Period.

14 1.31. "PAGA Period" means the period from May 11, 2021 to July 20, 2022.

15 1.32. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

16 1.33. "PAGA Notice" means Plaintiff's May 11, 2022 letter to Defendant and the LWDA
17 providing notice pursuant to Labor Code section 2699.3, subd.(a).

18 1.34. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the
19 Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$3,750.00) and the
20 75% to LWDA (\$11,250.00) in settlement of PAGA claims.

21 1.35. "Participating Class Member" means a Class Member who does not submit a valid and
22 timely Request for Exclusion from the Settlement.

23 1.36. "Plaintiff" means JORGE HUIZAR, the named plaintiff in the Action.

24 1.37. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the
25 Settlement.

26 1.38. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval
27 and Approval of PAGA Settlement.

28 1.39. "Released Class Claims" means the claims being released as described in Paragraph 6.2
below.

1 1.40. "Released PAGA Claims" means the claims being released as described in Paragraph 6.3
2 below.

3 1.41. "Released Parties" means: Defendant and each of its former and present directors,
4 officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns,
5 subsidiaries, and affiliates.

6 1.42. "Request for Exclusion" means a Class Member's submission of a written request to be
7 excluded from the Class Settlement signed by the Class Member.

8 1.43. "Response Deadline" means 60 days after the Administrator mails Notice to Class
9 Members and Aggrieved Employees, and shall be the last date on which Class Members may:
10 (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his
11 or her Objection to the Settlement. Class Members to whom Notice Packets are resent after
12 having been returned undeliverable to the Administrator shall have an additional 14 calendar
13 days beyond the Response Deadline has expired.

14 1.44. "Settlement" means the disposition of the Action effected by this Agreement and the
15 Judgment.

16 1.45. "Workweek" means any week during which a Class Member worked for Defendant for at
17 least one day, during the Class Period.

18 **2. RECITALS.**

19 2.1. On May 3, 2022, Plaintiff commenced this Action by filing a Complaint alleging causes of
20 action against Defendant for: 1) failure to pay all wages; 2) failure to provide meal periods or
21 compensation in lieu thereof; 3) failure to provide rest breaks or compensation in lieu thereof;
22 4) failure to provide accurate itemized wage statements; 5) failure to reimburse business
23 expenses; 6) waiting time penalties; and 7) violation of the unfair competition law. On October
24 12, 2022, Plaintiff filed a First Amended Complaint ("FAC") adding a claim under the Private
25 Attorneys General Act. The FAC is the operative complaint in the Action (the "Operative
26 Complaint.")] Defendant denies the allegations in the Operative Complaint, denies any failure
27 to comply with the laws identified in in the Operative Complaint and denies any and all liability
28 for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to
Defendant and the LWDA by sending the PAGA Notice.

2.3. On July 20, 2022, the Parties participated in an all-day mediation presided over by the
Hon. Carl West (Ret.) which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiff obtained, through informal discovery, the following
information: 1) all time keeping records for Plaintiff; 2) all payroll information for Plaintiff; 3)
the personnel file for Plaintiff; 4) all documents signed by Plaintiff; 5) all employment

1 handbooks used by Defendant during the Class Period; 6) all wage and hour policies used by
2 Defendant during the Class Period; 7) a 35% sample of Class Member time keeping and payroll
3 information; and 8) mediation information (i.e., class size information, workweek information).
4 Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk*
5 *v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4 th 1794, 1801 and *Kullar v. Foot Locker Retail,*
6 *Inc.* (2008) 168 Cal.App.4 th 116, 129-130 ("*Dunk/Kullar*").

7 2.5. The Court has not granted class certification.

8 2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any
9 other pending matter or action asserting claims that will be extinguished or affected by the
10 Settlement.

11 3. MONETARY TERMS.

12 3.1. Gross Settlement Amount. Defendant promises to pay Four Hundred Forty-Five Thousand
13 Dollars and Zero Cents (\$445,000.00) and no more as the Gross Settlement Amount.
14 Defendant will separately pay any and all employer payroll taxes owed on the Wage Portions
15 of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement
16 Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement.
17 The Administrator will disburse the entire Gross Settlement Amount without asking or
18 requiring Participating Class Members or Aggrieved Employees to submit any claim as a
19 condition of payment. None of the Gross Settlement Amount will revert to Defendant.

20 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the
21 following payments from the Gross Settlement Amount, in the amounts specified by the Court
22 in the Final Approval:

23 3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not
24 more than Ten Thousand Dollars and Zero Cents (\$10,000.00) in addition to any Individual
25 Class Payment and any Individual PAGA Payment the Class Representative is entitled to
26 receive as a Participating Class Member. Defendant will not oppose Plaintiff's request for a
27 Class representative Service Payment that does not exceed this amount. As part of the motion
28 for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek
Court approval for any Class Representative Service Payments no later than [16 court] days
prior to the Final Approval Hearing. If the Court approves a Class Representative Service
Payment less than the amount requested, the Administrator will retain the remainder in the Net
Settlement Amount. The Administrator will pay the Class Representative Service Payment,
reporting such payment using IRS Form 1099. Plaintiff assumes full responsibility and liability
for taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 1/3 of the Gross
Settlement Payment, which is currently estimated to be One Hundred Forty-Eight Thousand
Three Hundred Thirty Three dollars and Thirty-Three Cents (\$148,333.33) and a Class Counsel
Litigation Expenses Payment of not more than Eleven Thousand Dollar and Zero Cents
(\$11,000.00). Defendant will not oppose requests for these payments provided that do not

1 exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees
2 Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final
3 Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel
4 Litigation Expenses Payment less than the amounts requested, the Administrator will allocate
5 the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class
6 Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class
7 Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator
8 will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment, reporting such
9 payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and
10 liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation
11 Expenses Payment and will hold Defendant and the Released Parties harmless, and will
12 indemnify Defendant and the Released Parties, from any dispute or controversy regarding any
13 division or sharing of any of these payments.

9 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed Seven
10 Thousand Two Hundred Fifty Dollars and Zero Cents (\$7,250.00) except for a showing of good
11 cause and as approved by the Court. To the extent the Administration Expenses are less or the
12 Court approves payment less than \$7,250.00, the Administrator will retain the remainder in the
13 Net Settlement Amount.

13 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a)
14 dividing the Net Settlement Amount by the total number of Workweeks worked by all
15 Participating Class Members during the Class Period and (b) multiplying the result by each
16 Participating Class Member's Workweeks.

16 3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class
17 Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage
18 Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-
19 2 Form. In addition, 80% of each Participating Class Member's Individual Class Payment
20 will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion").
21 The Non-Wage Portions are not subject to wage withholdings and such payment will be
22 reported on IRS 1099 Forms. Participating Class Members assume full responsibility and
23 liability for all taxes owed on their Individual Class Payment.

21 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class
22 Payments. Non-Participating Class Members will not receive any Individual Class Payments.
23 The Administrator will retain amounts equal to their Individual Class Payments in the Net
24 Settlement Amount for distribution to Participating Class Members on a pro rata basis.

24 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of Fifteen
25 Thousand Dollars and Zero Cents (\$15,000.00) to be paid from the Gross Settlement Amount,
26 with 75%, or Eleven Thousand Two Hundred Fifty Dollars and Zero Cents (\$11,250.00)
27 allocated to the LWDA PAGA Payment and 25%, or Three Thousand Seven Hundred Fifty
28 Dollars and Zero Cents (\$3,750.00) allocated to the Individual PAGA Payments.

28 3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the

1 amount of the Aggrieved Employees' 25% share of PAGA Penalties \$3,750.00 by the total
2 number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA
3 Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay
4 Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on
5 their Individual PAGA Payment.

6 3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the
7 Administrator will allocate the remainder to the Net Settlement Amount. The Administrator
8 will report the Individual PAGA Payments on IRS 1099 Forms.

9 **4. SETTLEMENT FUNDING AND PAYMENTS.**

10 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records
11 to date, Defendant estimates there are 72 Class Members who collectively worked a total of
12 10,840 Workweeks, and it is estimated that there are 58 of Aggrieved Employees who worked
13 an estimated total 3,314 of PAGA Pay Periods.

14 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the
15 Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the
16 form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the
17 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes
18 of this Settlement and for no other purpose, and restrict access to the Class Data to
19 Administrator employees who need access to the Class Data to effect and perform under this
20 Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it
21 discovers that the Class Data omitted class member identifying information and to provide
22 corrected or updated Class Data as soon as reasonably feasible. Without any extension of the
23 deadline by which Defendant must send the Class Data to the Administrator. The Parties and
24 their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise
25 resolve any issues related to missing or omitted Class Data.

26 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement
27 Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes
28 by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

29 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the
30 Gross Settlement Amount, the Administrator will mail checks for all Individual Class
31 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration
32 Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
33 Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel
34 Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative
35 Service Payment shall not precede disbursement of Individual Class Payments and Individual
36 PAGA Payments.

37 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual
38 PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage
39 prepaid. The face of each check shall prominently state the date (not less than 180 days after

1 the date of mailing) when the check will be voided. The Administrator will cancel all checks
2 not cashed by the void date. The Administrator will send checks for Individual Settlement
3 Payments to all Participating Class Members (including those for whom Class Notice was
4 returned undelivered). The Administrator will send checks for Individual PAGA Payments
5 to all Aggrieved Employees including Non-Participating Class Members who qualify as
6 Aggrieved Employees (including those for whom Class Notice was returned undelivered). The
7 Administrator may send Participating Class Members a single check combining the Individual
8 Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement
9 Administrator must update the recipients' mailing addresses using the National Change of
10 Address Database.

11 4.4.2. The Administrator must conduct a Class Member Address Search for all other Class
12 Members whose checks are returned undelivered without USPS forwarding address. Within 7
13 days of receiving a returned check the Administrator must re-mail checks to the USPS
14 forwarding address provided or to an address ascertained through the Class Member Address
15 Search. The Administrator need not take further steps to deliver checks to Class Members
16 whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a
17 replacement check to any Class Member whose original check was lost or misplaced, requested
18 by the Class Member prior to the void date.

19 4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA
20 Payment check is uncashed and cancelled after the void date, the Administrator shall transmit
21 the funds represented by such checks to the California Controller's Unclaimed Property Fund in
22 the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements
23 of California Code of Civil Procedure Section 384, subd. (b).]

24 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not
25 obligate Defendant to confer any additional benefits or make any additional payments to Class
26 Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

27 **5.0 THIS SECTION HAS BEEN INTENTIONALLY OMITTED**

28 **6. RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire
Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the
Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims
against all Released Parties as follows:

6.1 Plaintiff's Release. Plaintiff and his or her respective former and present spouses,
representatives, agents, attorneys, heirs, administrators, successors, and assigns generally,
release and discharge Released Parties from all claims, transactions, or occurrences [that
occurred during the Class Period], including, but not limited to: (a) all claims that were, or
reasonably could have been, alleged, based on the facts contained, in the Operative Complaint
and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts
contained in the Operative Complaint, Plaintiff's PAGA Notice, [or ascertained during the
Action and released under 6.2, below]. ("Plaintiff's Release.") Plaintiff's Release does not

1 extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits,
2 unemployment benefits, disability benefits, social security benefits, workers' compensation
3 benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff
4 acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts
5 or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's
6 Release shall be and remain effective in all respects, notwithstanding such different or
7 additional facts or Plaintiff's discovery of them.

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11 6.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of
12 Plaintiff's Release, Plaintiff expressly waives and relinquishes the effectiveness of the
13 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which
14 reads:

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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.

6.2 Release by Participating Class Members: All Participating Class Members, on behalf of
themselves and their respective former and present representatives, agents, attorneys, heirs,
administrators, successors, and assigns, release Released Parties from (i) all claims that were
alleged, or reasonably could have been alleged, based on the Class Period facts stated in the
Operative Complaint, including the failure to pay all wages (including overtime), failure to
provide meal periods or compensation in lieu thereof, failure to provide rest breaks or
compensation in lieu thereof, failure to provide accurate itemized wage statements, failure to
reimburse business expenses, waiting time penalties, violations of the unfair competition law.
Except as set forth in Section 6.3 of this Agreement, Participating Class Members do not
release any other claims, including claims for vested benefits, wrongful termination, violation
of the Fair Employment and Housing Act, unemployment insurance, disability, workers'
compensation, or claims based on facts occurring outside the Class Period.

6.3 Release by All Aggrieved Employees: All Aggrieved Employees are deemed to release, on
behalf of themselves and their respective former and present representatives, agents, attorneys,
heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA
penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period
facts stated in the Operative Complaint and the PAGA Notice, including the failure to pay all
wages (including overtime), failure to provide meal periods or compensation in lieu thereof,
failure to provide rest breaks or compensation in lieu thereof, failure to provide accurate
itemized wage statements, failure to reimburse business expenses, and waiting time penalties.

7. MOTION FOR PRELIMINARY APPROVAL. Plaintiff's counsel will prepare and the
Parties agree to jointly file a motion for preliminary approval ("Motion for Preliminary
Approval") that complies with the Court's current checklist for Preliminary Approvals.

7.1 Defendant's Declaration in Support of Preliminary Approval. Within 14 days of the full
execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed
Declaration from Defendant and Defense Counsel disclosing all facts relevant to any

1 actual or potential conflicts of interest with the Administrator. In their Declarations, Defense
2 Counsel and Defendant shall aver that they are not aware of any other pending matter or action
3 asserting claims that will be extinguished or adversely affected by the Settlement.

4 **7.2 Plaintiff's Responsibilities.** Plaintiff will prepare and deliver to Defense Counsel all
5 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice,
6 and memorandum in support, of the Motion for Preliminary Approval that includes an analysis
7 of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under
8 Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary
9 Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed
10 declaration from the Administrator attaching its "not to exceed" bid for administering the
11 Settlement and attesting to its willingness to serve; competency; operative procedures for
12 protecting the security of Class Data; amounts of insurance coverage for any data breach,
13 defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts
14 of interest with Class Members; and the nature and extent of any financial relationship with
15 Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming
16 willingness and competency to serve and disclosing all facts relevant to any actual or potential
17 conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration
18 from each Class Counsel firm attesting to its competency to represent the Class Members; its
19 timely transmission to the LWDA of all necessary PAGA documents (initial notice of
20 violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section
21 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); (vi) a redlined
22 version of the parties' Agreement showing all modifications made to the Model Agreement
23 ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of
24 interest with Class Members, the Administrator and/or the Cy Pres Recipient. In their
25 Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any
26 other pending matter or action asserting claims that will be extinguished or adversely affected
27 by the Settlement.

18 **7.3 Responsibilities of Counsel.** Class Counsel and Defense Counsel are jointly responsible for
19 expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days
20 after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for
21 Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for
22 Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary
23 Approval to the Administrator.

23 **7.4 Duty to Cooperate.** If the Parties disagree on any aspect of the proposed Motion for
24 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
25 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person
26 or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant
27 Preliminary Approval or conditions Preliminary Approval on any material change to this
28 Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of
the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement
and otherwise satisfy the Court's concerns.

28 **8. SETTLEMENT ADMINISTRATION.**

1 8.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement
2 Administrators to serve as the Administrator and verified that, as a condition of appointment,
3 Phoenix Settlement Administrator agrees to be bound by this Agreement and to perform, as a
4 fiduciary, all duties specified in this Agreement in exchange for payment of Administration
5 Expenses. The Parties and their Counsel represent that they have no interest or relationship,
financial or otherwise, with the Administrator other than a professional relationship arising out
of prior experiences administering settlements.

6 8.2 Employer Identification Number. The Administrator shall have and use its own
7 Employer Identification Number for purposes of calculating payroll tax withholdings
and providing reports state and federal tax authorities.

8
9 8.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
10 the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation
section 468B-1.

11 8.4 Notice to Class Members.

12 8.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator
13 shall notify Class Counsel that the list has been received and state the number of Class
14 Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.

15 8.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after
16 receiving the Class Data, the Administrator will send to all Class Members identified in the
17 Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with
18 Spanish translation substantially in the form attached to this Agreement as **Exhibit A**. The first
19 page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class
20 Payment and/or Individual PAGA Payment payable to the Class Member, and the number of
Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before
mailing Class Notices, the Administrator shall update Class Member addresses using the
National Change of Address database.

21 8.4.3 Not later than 3 business days after the Administrator’s receipt of any Class Notice
22 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using
23 any forwarding address provided by the USPS. If the USPS does not provide a forwarding
24 address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class
25 Notice to the most current address obtained. The Administrator has no obligation to make
26 further attempts to locate or send Class Notice to Class Members whose Class Notice is
27 returned by the USPS a second time.

28 8.4.4 The deadlines for Class Members’ written objections, Challenges to Workweeks and/or
Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60
days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed.
The Administrator will inform the Class Member of the extended deadline with the re-mailed
Class Notice.

1 8.4.5 If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers
2 any persons who believe they should have been included in the Class Data and should have
3 received Class Notice, the Parties will expeditiously meet and confer in person or by telephone,
4 and in good faith, in an effort to agree on whether to include them as Class Members. If the
5 Parties agree, such persons will be Class Members entitled to the same rights as other Class
6 Members, and the Administrator will send, via email or overnight delivery, a Class Notice
7 requiring them to exercise options under this Agreement not later than 14 days after receipt of
8 Class Notice, or the deadline dates in the Class Notice, which ever are later.

9 8.5 Requests for Exclusion (Opt-Outs).

10 8.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must
11 send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later
12 than 60 days after the Administrator mails the Class Notice (plus an additional [14] days for
13 Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a
14 Class Member or his/her representative that reasonably communicates the Class Member's
15 election to be excluded from the Settlement and includes the Class Member's name, address
16 and email address or telephone number. To be valid, a Request for Exclusion must be timely
17 faxed, emailed, or postmarked by the Response Deadline.

18 8.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to
19 contain all the information specified in the Class Notice. The Administrator shall accept any
20 Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the
21 person as a Class Member and the Class Member's desire to be excluded. The Administrator's
22 determination shall be final and not appealable or otherwise susceptible to challenge. If the
23 Administrator has reason to question the authenticity of a Request for Exclusion, the
24 Administrator may demand additional proof of the Class Member's identity. The
25 Administrator's determination of authenticity shall be final and not appealable or otherwise
26 susceptible to challenge.

27 8.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is
28 deemed to be a Participating Class Member under this Agreement, entitled to all benefits and
bound by all terms and conditions of the Settlement, including the Participating Class
Members' Releases under Paragraphs 6.2 and 6.3 of this Agreement, regardless whether the
Participating Class Member actually receives the Class Notice or objects to the Settlement.

8.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-
Participating Class Member and shall not receive an Individual Class Payment or have the right
to object to the class action components of the Settlement. Because future PAGA claims are
subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who
are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this
Agreement and are eligible for an Individual PAGA Payment.

8.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the
Administrator mails the Class Notice (plus an additional 14 days for Class Members whose
Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay

1 Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may
2 challenge the allocation by communicating with the Administrator via fax, email or mail. The
3 Administrator must encourage the challenging Class Member to submit supporting
4 documentation. In the absence of any contrary documentation, the Administrator is entitled to
5 presume that the Workweeks contained in the Class Notice are correct so long as they are
6 consistent with the Class Data. The Administrator's determination of each Class Member's
7 allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise
8 susceptible to challenge. The Administrator shall promptly provide copies of all challenges to
9 calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the
10 Administrator's determination the challenges.

7 8.7 Objections to Settlement.

8
9 8.7.1 Only Participating Class Members may object to the class action components of the
10 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
11 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses
12 Payment and/or Class Representative Service Payment.

12 8.7.2 Participating Class Members may send written objections to the Administrator, by fax,
13 email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an
14 attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
15 Participating Class Member who elects to send a written objection to the Administrator must do
16 so not later than 60 days after the Administrator's mailing of the Class Notice (plus an
17 additional 14 days for Class Members whose Class Notice was re-mailed).

16 8.7.3 Non-Participating Class Members have no right to object to any of the class action
17 components of the Settlement.

18 8.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
19 performed or observed by the Administrator contained in this Agreement or otherwise.

19 8.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and
20 maintain and use an internet website to post information of interest to Class Members including
21 the date, time and location for the Final Approval Hearing and copies of the Settlement
22 Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the
23 Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel
24 Litigation Expenses Payment and Class Representative Service Payment, the Final Approval
25 and the Judgment. The Administrator will also maintain and monitor an email address and a
26 toll-free telephone number to receive Class Member calls, faxes and emails.

25 8.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly
26 review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5
27 days after the expiration of the deadline for submitting Requests for Exclusion, the
28 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names
and other identifying information of Class Members who have timely submitted valid Requests
for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class

1 Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for
2 Exclusion from Settlement submitted (whether valid or invalid).

3 8.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to
4 Class Counsel and Defense Counsel that, among other things, tally the number of: Class
5 Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion
6 (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay
7 Periods received and/or resolved, and checks mailed for Individual Class Payments and
8 Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the
9 Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all
10 Requests for Exclusion and objections received.

11 8.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address
12 and make final decisions consistent with the terms of this Agreement on all Class Member
13 challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s
14 decision shall be final and not appealable or otherwise susceptible to challenge.

15 8.8.5 Administrator’s Declaration. Not later than 14 days before the date by which Plaintiff is
16 required to file the Motion for Final Approval of the Settlement, the Administrator will provide
17 to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting
18 to its due diligence and compliance with all of its obligations under this Agreement, including,
19 but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered,
20 the re-mailing of Class Notices, attempts to locate Class Members, the total number of
21 Requests for Exclusion from Settlement it received (both valid or invalid), the number of
22 written objections and attach the Exclusion List. The Administrator will supplement its
23 declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible
24 for filing the Administrator’s declaration(s) in Court.

25 8.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator
26 disburses all funds in the Gross Settlement Amount, the Administrator will provide Class
27 Counsel and Defense Counsel with a final report detailing its disbursements by employee
28 identification number only of all payments made under this Agreement. At least 15 days before
any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and
Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement
of all payments required under this Agreement. Class Counsel is responsible for filing the
Administrator's declaration in Court.

9. **CLASS SIZE ESTIMATES** Based on its records, Defendant estimates that, as of the date
of this Settlement Agreement, (1) there are 72 Class Members and 10,840 Total Workweeks
during the Class period and (2) there were 58 Aggrieved Employees who worked 3,314 Pay
Periods during the PAGA Period.

10. DEFENDANT’S RIGHT TO WITHDRAW. If the number of valid Requests for
Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members,
Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree
that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect

1 whatsoever, and that neither Party will have any further obligation to perform under this
2 Agreement; provided, however, Defendant will remain responsible for paying all Settlement
3 Administration Expenses incurred to that point. Defendant must notify Class Counsel and the
4 Court of its election to withdraw not later than seven days after the Administrator sends the
5 final Exclusion List to Defense Counsel; late elections will have no effect. In the event
6 Defendant elects to withdraw, all funds paid as part of the Settlement Amount by Defendant,
7 except for the payment of the Settlement Administration Expenses will be returned to the
8 Defendant.

9 **11. MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared
10 Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the
11 Settlement that includes a request for approval of the PAGA settlement under Labor Code
12 section 2699, subd. (1), a Proposed Final Approval Order and a proposed Judgment
13 (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to
14 Defense Counsel not later than seven days prior to filing the Motion for Final Approval. Class
15 Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone,
16 and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

17 **11.1 Response to Objections.** Each Party retains the right to respond to any objection raised by
18 a Participating Class Member, including the right to file responsive documents in Court no later
19 than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by
20 the Court.

21 **11.2 Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final
22 Approval on any material change to the Settlement (including, but not limited to, the scope of
23 release to be granted by Class Members), the Parties will expeditiously work together in good
24 faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final
25 Approval. The Court’s decision to award less than the amounts requested for the Class
26 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
27 Expenses Payment and/or Administrator Expenses Payment shall not constitute a material
28 modification to the Agreement within the meaning of this paragraph.

11.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of
(i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration
matters, and (iii) addressing such post-Judgment matters as are permitted by law.

11.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their
respective counsel, and all Participating Class Members who did not object to the Settlement as
provided in this Agreement, waive all rights to appeal from the Judgment, including all rights
to post-judgment and appellate proceedings, the right to file motions to vacate judgment,
motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include
any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the
Judgment, the Parties’ obligations to perform under this Agreement will be suspended until

1 such time as the appeal is finally resolved and the Judgment becomes final, except as to matters
2 that do not affect the amount of the Net Settlement Amount.

3 **11.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment.** If the
4 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a
5 material modification of this Agreement (including, but not limited to, the scope of release to
6 be granted by Class Members), this Agreement shall be null and void. The Parties shall
7 nevertheless expeditiously work together in good faith to address the appellate court's concerns
8 and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional
Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate,
reverse, or modify the Court's award of the Class Representative Service Payment or any
payments to Class Counsel shall not constitute a material modification of the Judgment within
the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

9 **12. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil
10 Procedure section 384, the Parties will work together in good faith to jointly submit and a
11 proposed amended judgment.

12 **13. ADDITIONAL PROVISIONS.**

13 **13.1 No Admission of Liability, Class Certification or Representative Manageability for Other**
14 **Purposes.** This Agreement represents a compromise and settlement of highly disputed claims.
15 Nothing in this Agreement is intended or should be construed as an admission by Defendant
16 that any of the allegations in the Operative Complaint have merit or that Defendant has any
17 liability for any claims asserted; nor should it be intended or construed as an admission by
18 Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class
19 certification and representative treatment is for purposes of this Settlement only. If, for any
20 reason the Court does grant Preliminary Approval, Final Approval or enter Judgment,
21 Defendant reserves the right to contest certification of any class for any reasons, and Defendant
reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to
move for class certification on any grounds available and to contest Defendant's defenses. The
Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on,
and will not be admissible in connection with, any litigation (except for proceedings to enforce
or effectuate the Settlement and this Agreement).

22 **13.2 Confidentiality Prior to Preliminary Approval.** Plaintiff, Class Counsel, agree that, until
23 the Motion for Preliminary Approval of Settlement is filed, they and each of them will not
24 disclose, disseminate and/or publicize, or cause or permit another person to disclose,
25 disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically
26 or generally, to any person, corporation, association, government agency, or other entity
27 except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to
28 keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to
report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or
(5) in response to an inquiry or subpoena issued by a state or federal government agency. Each
Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or
subpoena seeking such information. Plaintiff, Class Counsel, separately agree not to, directly or

1 indirectly, initiate any conversation or other communication, before the filing of the Motion for
2 Preliminary Approval, any with third party regarding this Agreement or the matters giving rise
3 to this Agreement except to respond only that “the matter was resolved,” or words to that
4 effect. This paragraph does not restrict Class Counsel’s communications with Class Members
5 in accordance with Class Counsel’s ethical obligations owed to Class Members.

6 13.3 No Solicitation. The Parties separately agree that they and their respective counsel and
7 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
8 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s
9 ability to communicate with Class Members in accordance with Class Counsel’s ethical
10 obligations owed to Class Members.

11 13.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
12 together with its attached exhibits shall constitute the entire agreement between the Parties
13 relating to the Settlement, superseding any and all oral representations, warranties, covenants,
14 or inducements made to or by any Party.

15 13.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
16 represent that they are authorized by Plaintiff and Defendant , respectively, to take all
17 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
18 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
19 terms of this Agreement including any amendments to this Agreement.

20 13.6 Cooperation. The Parties and their counsel will cooperate with each other and use their
21 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
22 Settlement Agreement, submitting supplemental evidence and supplementing points and
23 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
24 or content of any document necessary to implement the Settlement, or on any modification of
25 the Agreement that may become necessary to implement the Settlement, the Parties will seek
26 the assistance of a mediator and/or the Court for resolution.

27 13.7 No Prior Assignments. The Parties separately represent and warrant that they have not
28 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
encumber to any person or entity and portion of any liability, claim, demand, action, cause of
action, or right released and discharged by the Party in this Settlement.

13.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
providing any advice regarding taxes or taxability, nor shall anything in this Settlement be
relied upon as such within the meaning of United States Treasury Department Circular 230 (31
CFR Part 10, as amended) or otherwise.

13.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
modified, changed, or waived only by an express written instrument signed by all Parties or
their representatives, being approved as to form by their respective counsel and approved by
the Court.

1 13.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to
2 the benefit of, the successors of each of the Parties.

3 13.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
4 governed by and interpreted according to the internal laws of the state of California, without
5 regard to conflict of law principles.

6 13.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
7 this Agreement. This Agreement will not be construed against any Party on the basis that the
8 Party was the drafter or participated in the drafting.

9 13.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered
10 during Action and in this Agreement relating to the confidentiality of information shall survive
11 the execution of this Agreement.

12 13.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal.
13 Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel
14 by Defendant in connection with the mediation, other settlement negotiations, or in connection
15 with the Settlement, may be used only with respect to this Settlement, and no other purpose,
16 and may not be used in any way that violates any existing contractual agreement, statute, or
17 rule of court. Not later than 90 days after the date when the Court discharges the
18 Administrator's obligation to provide a Declaration confirming the final pay out of all
19 Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data
20 received from Defendant unless, prior to the Court's discharge of the Administrator's
21 obligation, Defendant makes a written request to Class Counsel for the return, rather than the
22 destructions, of Class Data

23 13.15 Headings. The descriptive heading of any section or paragraph of this Agreement is
24 inserted for convenience of reference only and does not constitute a part of this Agreement.

25 13.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall
26 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
27 weekend or federal legal holiday, such date or deadline shall be on the first business day
28 thereafter.

13.17 Notice. All notices, demands or other communications between the Parties in connection
with this Agreement will be deemed given upon delivery by a recognized overnight carrier or
delivered by messenger on a regular non-court holiday, addressed as follows:

To Plaintiff:

Sam Kim
Yoonis Han
VERUM LAW GROUP, APC
360 N. Pacific Coast Hwy, Suite 1025
El Segundo, CA 90245
Telephone: (424) 320-2000

Facsimile: (424) 221-5010

To Defendant:

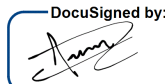
Robert B. Rosenstein [SBN 90036]
ROSENSTEIN & ASSOCIATES
28600 Mercedes St., Suite 100
Temecula, CA 902590
Telephone: (951) 296-3888
Facsimile: (951)-296-3889

13.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

13.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process

Dated: March 21, 2023

PLAINTIFF

By:  _____
Jorge Huizar

Dated: March ____, 2023

NATIONAL METAL STAMPINGS, INC.

By: _____
William Bloomer
Its: President

1 Facsimile: (424) 221-5010

2 To Defendant:

3 Robert B. Rosenstein [SBN 90036]
4 **ROSENSTEIN & ASSOCIATES**
5 28600 Mercedes St., Suite 100
6 Temecula, CA 902590
7 Telephone: (951) 296-3888
8 Facsimile: (951)-296-3889

9 13.18 Execution in Counterparts. This Agreement may be executed in one or more
10 counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this
11 Agreement shall be accepted as an original. All executed counterparts and each of them will be
12 deemed to be one and the same instrument if counsel for the Parties will exchange between
13 themselves signed counterparts. Any executed counterpart will be admissible in evidence to
14 prove the existence and contents of this Agreement.

15 13.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the
16 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
17 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend
18 the date to bring a case to trial under CCP section 583.310 for the entire period of this
19 settlement process

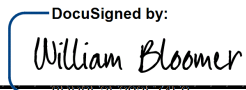
20 Dated: March ____, 2023

PLAINTIFF

21 By: _____
22 Jorge Huizar

23 Dated: March ~~21st~~ 2023

NATIONAL METAL STAMPINGS, INC.

24 By:  _____
25 William Bloomer
26 Its: President

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As to form only:

Dated: March 21, 2023

VERUM LAW GROUP, APC



By: _____

Sam Kim
Yoonis Han
Attorneys for Plaintiff Jorge Huizar

Dated: March ____, 2023

ROSENSTEIN & ASSOCIATES

By: _____

Robert B. Rosenstein
Attorneys for Defendant National Metal
Stampings, Inc.

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As to form only:

Dated: March ____, 2023

VERUM LAW GROUP, APC

By: _____

Sam Kim
Yoonis Han
Attorneys for Plaintiff Jorge Huizar

Dated: March 21st, 2023

ROSENSTEIN & ASSOCIATES

DocuSigned by:
Robert B. Rosenstein

By: _____
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Robert B. Rosenstein
Attorneys for Defendant National Metal
Stampings, Inc.

EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING
DATE FOR FINAL COURT APPROVAL**

Huizar v. National Metal Stampings, Inc.; LASC Case No. 22STCV14679

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against National Metal Stampings, Inc. (“National Metal”) for alleged wage and hour violations. The Action was filed by a former National Metal employee Jorge Huizar (“Plaintiff”) and seeks payment of (1) back wages, (2) penalties, (3) interest, and (4) attorneys’ fees, for a class of hourly employees (“Class Members”) who worked for National Metal during the Class Period (May 3, 2018 to July 20, 2022); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly employees who worked for National Metal during the PAGA Period (May 11, 2021 to July 20, 2022) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring National Metal to fund Individual Class Payments, and (2) a PAGA Settlement requiring National Metal to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on National Metal’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to National Metal’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on National Metal’s records showing that **you worked _____workweeks** during the Class Period and **you worked _____workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires National Metal to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against National Metal.

If you worked for National Metal during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against National Metal.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against National Metal, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

National Metal will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<p>You Don't Have to Do Anything to Participate in the Settlement</p>	<p>If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against National Metal that are covered by this Settlement (Released Claims).</p>
<p>You Can Opt-out of the Class Settlement but not the PAGA Settlement</p> <p>The Opt-out Deadline is _____</p>	<p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. National Metal must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).</p>
<p>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</p> <p>Written Objections Must be Submitted by _____</p>	<p>All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.</p>

<p>You Can Participate in the _____ Final Approval Hearing</p>	<p>The Court’s Final Approval Hearing is scheduled to take place on _____. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.</p>
<p>You Can Challenge the Calculation of Your Workweeks/Pay Periods</p> <p>Written Challenges Must be Submitted by _____</p>	<p>The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to National Metal’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.</p>

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former National Metal employee. The Action accuses National Metal of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination, waiting time penalties and reimbursable expenses; and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action:

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 (“Class Counsel”)

National Metal strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether National Metal or Plaintiff is correct on the merits. In the meantime, Plaintiff and National Metal hired a retired judge in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and National Metal have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both

sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, National Metal does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) National Metal has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. National Metal Will Pay \$445,000.00 as the Gross Settlement Amount (Gross Settlement). National Metal has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, National Metal will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$148,333.33 (1/3 of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$11,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$7,250.00 to the Administrator for services administering the Settlement.
 - D. Up to \$15,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross

Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and National Metal are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to interest and penalties (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. National Metal will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and National Metal have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against National Metal.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against National Metal based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and National Metal have agreed that, in either case, the Settlement will be void: National Metal will not pay any money and Class Members will not release any claims against National Metal.
8. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and National Metal has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against National Metal or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint, including the failure to pay all wages (including overtime), failure to provide meal periods or compensation in lieu thereof, failure to provide rest breaks or compensation in lieu thereof, failure to provide accurate itemized wage statements, failure to reimburse business expenses, waiting time penalties, violations of the unfair competition law. Except as set forth in Section 6.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, workers’ compensation, or claims based on facts occurring outside the Class Period.

Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and National Metal has paid the Gross Settlement and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against National Metal, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against National Metal or its related entities based on the PAGA Period facts alleged in the

Action and resolved by this Settlement.

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice, including the failure to pay all wages (including overtime), failure to provide meal periods or compensation in lieu thereof, failure to provide rest breaks or compensation in lieu thereof, failure to provide accurate itemized wage statements, failure to reimburse business expenses, and waiting time penalties.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice, including the failure to pay all wages (including overtime), failure to provide meal periods or compensation in lieu thereof, failure to provide rest breaks or compensation in lieu thereof, failure to provide accurate itemized wage statements, failure to reimburse business expenses, and waiting time penalties.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$3,750.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in National Metal's records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept National Metal's calculation of Workweeks and/or Pay Periods based on National Metal's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and National Metal's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Huizar v. National Metal Stampings, Inc.*, and include your identifying information (full name, address, telephone number, approximate dates of employment, for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and National Metal are asking the Court to approve. At least 16 court days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website

_____ (url) _____ or the Court's website at:
<https://www.lacourt.org/paonlineservices/pacommerce/login.aspx?appId=IMG&casetype=CI>

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Huizar v. National Metal Stampings, Inc.* and include your name, current address,

telephone number, and approximate dates of employment for National Metal and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at [time] in Department 17 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything National Metal and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at _____ (URL) _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <https://www.lacourt.org/casesummary/ui/>, and entering the Case Number for the Action, Case No. 22STCV14679. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

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Verum Law Group, APC
360 N. Pacific Coast Hwy, Suite 1025
El Segundo, CA 90245

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.