

**CLASS ACTION AND PAGA SETTLEMENT****AGREEMENT AND CLASS/PAGA NOTICE**

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff David Walker (“Plaintiff”) and Defendants Howmet Aerospace, Inc., Schlosser Forge Company, Arconic Global Fasteners & Rings, Inc., Alcoa Global Fasteners, Inc., Arconic, Inc., Alcoa, Inc., Arconic Corporation, Howmet Global Fastening Systems Inc., Huck International Inc., Valley-Todeco, Inc., New Century Metals Southeast, Inc., Forged Metals, Inc., and Republic Fastener Mfg. Corp. (collectively, “Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

**1. DEFINITIONS.**

- 1.1. “Action” means Plaintiff’s lawsuit alleging wage and hour violations against Defendants captioned *David Walker v. Howmet Aerospace, Inc., et al.*, initiated on October 13, 2020 and pending in Superior Court of the State of California, County of San Bernardino, Case No. CIVDS2022311.
- 1.2. “Administrator” means Simpluris, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employees” means all current and former non-exempt, hourly-paid employees of Defendants employed in California at any time during the PAGA Period.
- 1.5. “Class” means all California non-exempt employees employed by Defendants during the Class Period.
- 1.6. “Class Counsel” means Jeremy F. Bollinger, Dennis F. Moss, Ari E. Moss, and Jorge A. Flores of Moss Bollinger LLP, who are counsel for and acting on behalf of Plaintiff, Class, and Aggrieved Employees.

- 1.7. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.
- 1.8. "Class Data" means Class Member identifying information in Defendants' possession including the Class Member's name, last-known mailing address, Social Security number, number of Class Period Workweeks and PAGA Pay Periods, number of Class Period Workweeks the Class Member worked as a grinder, number of Class Period Workweeks the Class Member worked in a position that required the use of a mask and was not either provided a mask or paid a \$75 stipend to purchase masks, whether the Class Member worked in a position that required the use of boots, and whether the Class Member experienced a termination during the period of June 7, 2018 through May 31, 2022.
- 1.9. "Class Distribution Fund" means the Net Settlement Amount less the amount allocated to the PAGA Penalties.
- 1.10. "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.11. "Class Member Address Search" means the Administrator's investigation and search for 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.
- 1.12. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English and Spanish

1 in the form, without material variation, attached as **Exhibit A** and incorporated  
2 by reference into this Agreement. "PAGA" means the Private Attorneys  
3 General Act of 2004, California Labor Code §§ 2698.

4 1.13. "Class Period" means the period from June 7, 2017 through May 31, 2022. The  
5 release period for claims for failure to reimburse business expenses pursuant to  
6 Labor Code § 2802 shall be from June 7, 2017 through May 31, 2022 ("Class  
7 Reimbursement Release Period"). The release period for those other Released  
8 Claims for or related to alleged unpaid overtime and minimum wages, failure  
9 to timely pay wages at separation, failure to provide meal and rest breaks and/or  
10 premiums, failure to provide accurate wage statements, unfair competition,  
11 unfair business practices, unlawful business practices, and fraudulent business  
12 practices shall be from March 6, 2021 through May 31, 2022 ("Class Non-  
13 Reimbursement Release Period").

14 1.14. "Class Representative" means David Walker, the named Plaintiff in the  
15 operative complaint in the Action seeking Court approval to serve as a Class  
16 Representative.

17 1.15. "Class Representative Service Payment" means the payment to the Class  
18 Representative for initiating the Action and providing services in support of the  
19 Action.

20 1.16. "Court" means the Superior Court of California, County of San Bernardino.

21 1.17. "Defense Counsel" means Gene Ryu and Carter Norfleet of K&L Gates LLP.

22 1.18. "Effective Date" means later of (i) the Judgment of the Court granting final  
23 approval of the settlement is final and no longer subject to appeal, if there are  
24 objections, or (ii) 20 days after Notice is provided by Plaintiff to Defendant that  
25 the Court entered the order on final approval of the settlement, if there are no  
26 objections.

27 1.19. "Final Approval" means the Court's order granting the request for final  
28 approval of the Settlement and that the Court enter judgment and retain

jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement.

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

1.21. "Final Judgment" means the Judgment Entered by the Court upon Granting the request for Final Approval of the Settlement and that the Court enter judgment and retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement.

1.22. "Gross Settlement Amount" means Three Hundred Ninety-Five Thousand Dollars (\$395,000) which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 4.3 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Litigation Expenses, Class Representative Service Payment and the Administrator's Expenses.

1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the formula set forth in Paragraph 3.2.4 below.

1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of pay periods worked during the PAGA Period.

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

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

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

- 1.28. "Net Settlement Amount" means the Gross Settlement Amount less proposed Class Counsel Fees Payment, Class Counsel Litigation Expenses, Class Representative Service Payment, Individual PAGA Payments, the LWDA PAGA Payment and Administrator's Expenses Payment.
- 1.29. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.31. "PAGA Period" means the period from June 7, 2020 through May 31, 2022.
- 1.32. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. "PAGA Notice" means Plaintiff's July 29, 2020 letter, and September 9, 2022 amended letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34. "PAGA Penalties" or "PAGA Settlement" means the total PAGA civil penalties to be paid from the Gross Settlement Amount. The PAGA Penalties allocation will be \$8,000.00 of the Gross Settlement amount, 25% (\$2,000.00) of which will be distributed to the Aggrieved Employees and 75% (\$6,000.00) will be distributed to the LWDA in settlement of the PAGA claims.
- 1.35. "Participating Class Member" or "Verified Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36. "Plaintiff" means David Walker, the named plaintiff in the Action.
- 1.37. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.
- 1.38. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.39. "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.

1.40. "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.

1.41. "Released Parties" means: Defendants and Alcoa Corporation, and both their respective current and former parents, subsidiaries, affiliates, predecessors, or successors in interest, and the officers, directors, shareholders, employees, attorneys, agents, assigns, insurers, re-insurers, of any of them.

1.42. "Request for Exclusion" means a Class Member's valid and timely submission of a written request to be excluded from the Class Settlement signed by the Class Member. Class Members cannot opt out of the PAGA Settlement.

1.43. "Response Deadline" means forty-five (45) calendar days from the mailing of the Class Notice within which to complete and postmark a written request for exclusion, for return to the Settlement Administrator.

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

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

## 2. RECITALS.

2.1. On July 29, 2020, Plaintiff sent a certified letter to the LWDA and Defendants alleging the following violations: (1) for civil penalties under the California Private Attorneys General Act of 2004 (Labor Code § 2698, et seq.); (2) failure to pay minimum wages; (3) failure to pay overtime wages; (4) failure to provide adequate meal periods and pay all premiums owed; (5) failure to pay all rest period premiums; (6) failure to furnish accurate itemized wage statements; (7) failure to pay all wages upon cessation of employment; (8) failure to reimburse business expenditures; and (9) unfair competition. On October 13, 2020, Plaintiff commenced this Action by filing a Complaint alleging a single cause

1 of action against Defendants for civil penalties under the Private Attorneys  
2 General Act of 2004 ("PAGA"). On June 7, 2021, Plaintiff filed the First  
3 Amended Complaint alleging class action causes of action against Defendants  
4 for (1) for civil penalties under the California Private Attorneys General Act of  
5 2004 (Labor Code § 2698, et seq.); (2) failure to pay minimum wages; (3)  
6 failure to pay overtime wages; (4) failure to provide adequate meal periods and  
7 pay all premiums owed; (5) failure to pay all rest period premiums; (6) failure  
8 to furnish accurate itemized wage statements; (7) failure to pay all wages upon  
9 cessation of employment; (8) failure to reimburse business expenditures; and  
10 (9) unfair competition. Upon the expiration of the 65-day notice period under  
11 PAGA following the submission of Plaintiff's September 9, 2022 amended  
12 letter, Plaintiff will file a Second Amended Complaint to allege the PAGA  
13 claims against all of the Defendants. The Second Amended Complaint is the  
14 operative complaint in the Action (the "Operative Complaint"). Defendants  
15 deny the allegations in the Operative Complaint, deny any failure to comply  
16 with the laws identified in the Operative Complaint and deny any and all  
17 liability for the causes of action alleged.

18 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written  
19 notice to Defendants and the LWDA by sending the PAGA Notices.

20 2.3. On March 1, 2022, the Parties participated in an all-day mediation presided over  
21 by mediator Tripper Ortman, Esq. The Parties did not reach an agreement at  
22 mediation, but with the assistance of mediator Ortman, the Parties continued  
23 negotiations for several months which led to this Agreement to settle the Action.

24 2.4. Prior to mediation, Plaintiff served formal discovery. Defendant provided  
25 informal discovery and information that Plaintiff and his counsel needed to  
26 evaluate the class and PAGA claims, including Defendants' pay data,  
27 reimbursement data, dates of employment for the Class and Aggrieved  
28 Employees, and relevant policies, including location-specific and department-

1 specific information for Defendants' locations in California. Defendants also  
2 provided 11 declarations from current putative class members who worked for  
3 Defendants in various departments and locations. Plaintiff's investigation was  
4 sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot*  
5 *Locker Retail, Inc.* (1996) 48 Cal. App. 4th 1794, 1801 and *Kullar v. Foot*  
6 *Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

7 2.5. The Court has not yet granted class certification. For settlement purposes only,  
8 the Parties agree that the Class, as defined in Paragraph 1.5 herein, may be  
9 certified in the Action. The Parties are not certifying any PAGA claims. In  
10 support of this Agreement, Plaintiff will request that the Court certify for  
11 settlement purposes only the Class as to all non-PAGA claims that have been  
12 asserted, which Defendants shall not oppose or object to.

13 **3. MONETARY TERMS.**

14 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 4.3  
15 below, Defendants promise to pay Three Hundred Ninety-Five Thousand  
16 Dollars (\$395,000.00) and no more, as the Gross Settlement Amount. In no  
17 event shall Defendants be liable for the payment of any amounts exceeding the  
18 Gross Settlement Amount with the exception of the employer's share of payroll  
19 taxes. Specifically, all employer payroll taxes owed on the Wage Portions of  
20 the Individual Class Payments. Defendants have no obligation to pay the Gross  
21 Settlement Amount (or any payroll taxes) prior to the deadline stated in  
22 Paragraph 4.3 of this Agreement. The Administrator will disburse the entire  
23 Gross Settlement Amount without asking or requiring Participating Class  
24 Members or Aggrieved Employees to submit any claim as a condition of  
25 payment. None of the Gross Settlement Amount will revert to Defendants.

26 3.2. Payments from the Gross Settlement Amount. The Administrator will make  
27 and deduct the following payments from the Gross Settlement Amount, in the  
28 amounts specified by the Court in the Final Approval:



1                   3.2.1. To Plaintiff: Class Representative Service Payment to the Class  
2                   Representative of not more than Ten Thousand Dollars (\$10,000) (in  
3                   addition to any Individual Class Payment and any Individual PAGA  
4                   Payment the Class Representative is entitled to receive as a Participating  
5                   Class Member). Defendants will not oppose Plaintiff's request for a  
6                   Class Representative Service Payment that does not exceed this amount.  
7                   As part of the motion for Class Counsel Fees Payment and Class  
8                   Litigation Expenses Payment, Plaintiff will seek Court approval for any  
9                   Class Representative Service Payments no later than sixteen (16) court  
10                  days prior to the Final Approval Hearing. If the Court approves a Class  
11                  Representative Service Payment less than the amount requested, the  
12                  Administrator will retain the remainder in the Net Settlement Amount.  
13                  The Administrator will pay the Class Representative Service Payment  
14                  using IRS Form 1099. Plaintiff assumes full responsibility and liability  
15                  for employee taxes owed on the Class Representative Service Payment.

16               3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than  
17               35% of the Gross Settlement Amount, which is currently estimated to  
18               be \$138,250 and a Class Counsel Litigation Expenses Payment of actual  
19               and reasonable litigation expenses not to exceed \$14,000. Defendants  
20               will not oppose requests for these payments provided that they do not  
21               exceed these amounts. Plaintiff and/or Class Counsel will file a motion  
22               for Class Counsel Fees Payment and Class Litigation Expenses Payment  
23               no later than sixteen (16) court days prior to the Final Approval Hearing.  
24               If the Court approves a Class Counsel Fees Payment and/or a Class  
25               Counsel Litigation Expenses Payment less than the amounts requested,  
26               the Administrator will allocate the remainder to the Net Settlement  
27               Amount. Released Parties shall have no liability to Class Counsel or  
28               any other Plaintiff's Counsel arising from any claim to any portion any

1 Class Counsel Fee Payment and/or Class Counsel Litigation Expenses  
2 Payment. The Administrator will pay the Class Counsel Fees Payment  
3 and Class Counsel Expenses Payment using one or more IRS 1099  
4 Forms. Class Counsel assumes full responsibility and liability for taxes  
5 owed on the Class Counsel Fees Payment and the Class Counsel  
6 Litigation Expenses Payment and holds Defendants harmless, and  
7 indemnifies Defendants, from any dispute or controversy regarding any  
8 division or sharing of any of these Payments.

9 3.2.3. To the Administrator: An Administrator Expenses Payment not to  
10 exceed Twenty-One Thousand Dollars (\$21,000) based on 3,064 class  
11 members except for a showing of good cause and as approved by the  
12 Court. To the extent the Administration Expenses are less or the Court  
13 approves payment less than Twenty-One Thousand Dollars (\$21,000),  
14 the Administrator will retain the remainder in the Net Settlement  
15 Amount.

16 3.2.4. To Each Participating Class Member: Each Participating Class Member  
17 will receive an Individual Class Payment from the Class Distribution  
18 Fund calculated according to the following formula:

19 3.2.4.1. The Administrator shall add together all Workweeks worked by  
20 Class Members during the Class Reimbursement Release Period  
21 and the Class Non-Reimbursement Release Period (excluding  
22 those worked by Non-Participating Class Members) to  
23 determine the "Participating Class's Total Weeks."

24 3.2.4.2. For each Workweek worked by a Participating Class Member  
25 during the Class Reimbursement Release Period, the  
26 Participating Class Member will receive one (1) "Net Settlement  
27 Share".  
28

1 3.2.4.3. For each Workweek worked by a Participating Class Member  
2 during the Non-Class Reimbursement Release Period, the  
3 Participating Class Member will receive three (3) "Net  
4 Settlement Shares".

5 3.2.4.4. For every Workweek worked by a Participating Class Member  
6 in the position of grinder, the Participating Class Member will  
7 receive an additional five (5) "Net Settlement Shares".

8 3.2.4.5. For every Workweek worked by a Participating Class Member  
9 whose job position required the use of a mask and was not  
10 provided a mask or paid a \$75 stipend to purchase masks, the  
11 Participating Class Member will receive one additional (1)  
12 "Net Settlement Share."

13 3.2.4.6. Every Participating Class Member whose job position required  
14 the use of boots will receive an additional two (2) "Net  
15 Settlement Shares".

16 3.2.4.7. Every Participating Class Member whose employment by  
17 Defendants terminated during the period of June 7, 2018 through  
18 the May 31, 2022, will receive an additional five (5) "Net  
19 Settlement Shares".

20 3.2.4.8. The Administrator shall then divide each Participating Class  
21 Member's total Net Settlement Shares by the Participating  
22 Class's Total Weeks in order to determine the "Percentage  
23 Share" of each Participating Class Member.

24 3.2.4.9. Each Participating Class Member shall be entitled to receive a  
25 Settlement Award equal to his or her Percentage Share of the  
26 Class Distribution Fund.

27 3.2.4.10. Tax Allocation of Individual Class Payments. Twenty  
28 percent (20%) of each Participating Class Member's Individual

1 Class Payment will be allocated to settlement of wage claims  
2 (the "Wage Portion"). The Wage Portions are subject to tax  
3 withholding and will be reported on an IRS W-2 Form. Eighty  
4 Percent (80%) of each Participating Class Member's Individual  
5 Class Payment will be allocated to settlement of claims for  
6 interest and penalties (the "Non-Wage Portion"). The Non-  
7 Wage Portions are not subject to wage withholdings and will be  
8 reported on IRS 1099 Forms. Participating Class Members  
9 expressly assume full responsibility and liability for any  
10 employee taxes owed on their Individual Class Payment.  
11 Defendants and Released Parties expressly reject any  
12 assumption of liability as to Class Members taxes owed on their  
13 Individual Class Payment.

14 3.2.4.11. Effect of Non-Participating Class Members on  
15 Calculation of Individual Class Payments. Non-Participating  
16 Class Members will not receive any Individual Class Payments.  
17 The Administrator will retain amounts equal to their Individual  
18 Class Payments in the Net Settlement Amount for distribution to  
19 Participating Class Members on a pro rata basis according to the  
20 formula set forth above.

21 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the  
22 amount of \$8,000.00 of the Net Settlement Amount, with 75% allocated  
23 to the LWDA PAGA Payment and 25% allocated to the Individual  
24 PAGA Payments.

25 3.2.5.1. The Administrator will calculate each Individual PAGA  
26 Payment by (a) dividing the Aggrieved Employees' share of the  
27 25% of PAGA Penalties by the total number of PAGA Period  
28 Pay Periods worked by all Aggrieved Employees during the

PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

#### **4. SETTLEMENT FUNDING AND PAYMENTS.**

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants represent that there are 3,064 Class Members who collectively worked a total of 521,229.58 Workweeks, and 1,948 Aggrieved Employees who worked a total of 45,153 PAGA Pay Periods.

4.2. Class Data. Not later than thirty (30) calendar days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

1           4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross  
2           Settlement Amount, and also fund the amounts necessary to fully pay  
3           Defendants' share of payroll taxes by transmitting the funds to the  
4           Administrator no later than thirty (30) calendar days after the Effective Date.

5           4.4. Payments from the Gross Settlement Amount. Within fifteen (15) calendar  
6           days after Defendants fund the Gross Settlement Amount, the Administrator  
7           will mail checks for all Individual Class Payments, all Individual PAGA  
8           Payments, and the LWDA PAGA Payment. Within twenty (20) calendar days  
9           after Defendants fund the Gross Settlement Amount, the Administration will  
10          mail checks for the Class Counsel Fees Payment, the Class Counsel Litigation  
11          Expenses Payment, and the Class Representative Service Payment.  
12          Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation  
13          Expenses Payment and the Class Representative Service Payment shall not  
14          precede disbursement of Individual Class Payments and Individual PAGA  
15          Payments.

16          4.4.1. The Administrator will issue checks for the Individual Class Payments  
17          and/or Individual PAGA Payments and send them to the Class Members  
18          via First Class U.S. Mail, postage prepaid. The face of each check shall  
19          prominently state the date (not less than 180 days after the date of  
20          mailing) when the check will be voided. The Administrator will cancel  
21          all checks not cashed by the void date. The Administrator will send  
22          checks for Individual Settlement Payments to all Participating Class  
23          Members (including those for whom Class Notice was returned  
24          undelivered). The Administrator will send checks for Individual PAGA  
25          Payments to all Aggrieved Employees including Non-Participating  
26          Class Members who qualify as Aggrieved Employees (including those  
27          for whom Class Notice was returned undelivered). The Administrator  
28          must send Participating Class Members a single check combining the

1 Individual Class Payment and the Individual PAGA Payment. Before  
2 mailing any checks, the Settlement Administrator must update the  
3 recipients' mailing addresses using the National Change of Address  
4 Database.

5 4.4.2. The Administrator must conduct a Class Member Address Search via  
6 skip tracing for all other Class Members whose checks are returned  
7 undelivered without USPS forwarding address. Within seven (7)  
8 calendar days of receiving a returned check the Administrator must re-  
9 mail checks to the USPS forwarding address provided or to an address  
10 ascertained through the Class Member Address Search. The  
11 Administrator need not take further steps to deliver checks to Class  
12 Members whose re-mailed checks are returned as undelivered. The  
13 Administrator shall promptly send a replacement check to any Class  
14 Member whose original check was lost or misplaced, requested by the  
15 Class Member prior to the void date.

16 4.4.3. For any Class Member whose Individual Class Payment check or  
17 Individual PAGA Payment check is uncashed and cancelled after the  
18 void date, the Administrator shall transmit the funds represented by such  
19 checks to the Red Cross of Los Angeles pursuant to the California Code  
20 of Civil Procedure Section 384.

21 4.4.4. The payment of Individual Class Payments and Individual PAGA  
22 Payments shall not obligate Defendants to confer any additional benefits  
23 or make any additional payments to Class Members (such as 401(k)  
24 contributions or bonuses) beyond those specified in this Agreement.

25 **5. RELEASES OF CLAIMS:** Effective on the date when Defendants fully fund the  
26 entire Gross Settlement Amount and funds all employer payroll taxes owed on the  
27 Wage Portion of the Individual Class Payments, Plaintiff and Class Members (whether  
28

1 their Individual Class Payment or Individual PAGA Payment is cashed or uncashed)  
2 will release claims against all Released Parties as follows:

3 5.1. Plaintiff's Release. Plaintiff and his respective former and present spouses,  
4 representatives, agents, attorneys, heirs, administrators, successors, and assigns  
5 generally, release and discharge Released Parties from all claims, transactions,  
6 or occurrences that occurred during the Class Period, including, but not limited  
7 to: (a) all claims that were, or reasonably could have been, alleged, based on the  
8 facts contained, in the Operative Complaint and (b) all Class and PAGA claims  
9 that were, or reasonably could have been, alleged based on facts contained in  
10 the Operative Complaint, Plaintiff's PAGA Notice, [or ascertained during the  
11 Action and released under 5.3, below]. ("Plaintiff's Release.") Plaintiff's  
12 Release does not extend to claims that have been settled in *Stewart v. Arconic*  
13 *Global Fasteners & Rings, Inc., et al.*, Orange County Superior Court Case No.  
14 30-2018-00968137-CU-OE-CXC. Plaintiff remains eligible to receive payment  
15 from the settlement reached in the *Stewart* action. Plaintiff acknowledges that  
16 Plaintiff may discover facts or law at a later time after the Effective Date of this  
17 Agreement that are different from, or in addition to, the facts or law that  
18 Plaintiff now knows or believes to be true but agrees, nonetheless, that  
19 Plaintiff's Release shall be and remain effective in all respects, notwithstanding  
20 such different or additional facts or Plaintiff's discovery of them.

21 5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542.

22 Plaintiff shall be deemed to have, and by operation of the Judgment shall  
23 have, expressly waived and relinquished to the fullest extent permitted  
24 by law the provisions, rights, and benefits of Section 1542 of the  
25 California Civil Code, or any other similar provision under federal or  
26 state law that purports to limit the scope of a general release. Plaintiff,  
27 for himself, has read Section 1542 of the Civil Code of the State of  
28 California, which provides as follows:



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

9 5.1.2. Plaintiff understands that Section 1542 gives the right not to release  
10 existing claims of which he is not now aware, unless Plaintiff  
11 voluntarily chooses to waive this right. Having been so apprised,  
12 Plaintiff nevertheless voluntarily waives the rights described in Section  
13 1542, and elects to assume all risks for claims that now exist in his favor,  
14 known or unknown as of the Effective Date of this Agreement. The  
15 release of the claims of Plaintiff as set forth in this Paragraph is a  
16 condition precedent to enforcement of the MOU and this Agreement.

17 5.2. Release by Participating Class Members: All Participating Class Members on  
18 behalf of themselves and their respective former and present representatives,  
19 agents, attorneys, heirs, administrators, successors, and assigns, release  
20 Defendants and Released Parties from all claims pleaded in the Operative  
21 Complaint in the Action and which reasonably could have been alleged under  
22 the same or similar facts, allegations and/or claims pleaded in the Action,  
23 against the Released Parties, for work performed during the Class Period,  
24 including:

25 5.2.1. All claims under state, federal and local law arising out of the allegations  
26 made in the Action and that reasonably arise or could have arisen out of  
27 the facts alleged in the Action as to the Class Members only with regard  
28 to those claims for or related to alleged unpaid overtime and minimum  
wages (Labor Code §§ 510, 1194, 1197, 1198, 1199); failure to timely  
pay wages at separation (Labor Code §§ 201-204); failure to reimburse  
business expenses (Labor Code §§ 2800 and 2802); failure to provide

1 meal and rest breaks and/or premiums (Labor Code § 226.7, 512(a));  
2 failure to provide accurate wage statements (Labor Code § 226); unfair  
3 competition, unfair business practices, unlawful business practices,  
4 fraudulent business practices (Business & Professions Code § 17200, *et*  
5 *seq.*); and PAGA claims for civil penalties (Labor Code § 2698, *et seq.*)  
6 due to any of the same alleged Labor Code violations of Defendants by  
7 Plaintiff during the Class Period listed above, interest, fees, costs  
8 (collectively, “Released Claims”). As set forth above, there are different  
9 release periods for certain claims in light of the settlement of  
10 overlapping claims in the *Stewart v. Arconic Global Fasteners & Rings,*  
11 *Inc., et al.*, case. Except as set forth below in Section 6.3 of this  
12 Agreement, Participating Class Members do not release any other  
13 claims, including claims for vested benefits, wrongful termination,  
14 violation of the Fair Employment and Housing Act, unemployment  
15 insurance, disability, social security, workers’ compensation, or claims  
16 based on facts occurring outside the Class Period.

17 5.3 Released PAGA Claims: Named Plaintiff, the LWDA, and the Aggrieved  
18 Employees on behalf of themselves and their respective former and present  
19 representatives, agents, attorneys, heirs, administrators, successors, and assigns,  
20 release, discharge, and are forever barred from pursuing against Defendants and the  
21 Released Parties any and all claims for civil penalties under PAGA (the California  
22 Labor Code Private Attorney General Act (Cal. Labor Code §2698 *et seq.*)) for any and  
23 all claims that were alleged in the Operative Complaint or that reasonably could have  
24 been alleged in the Operative Complaint based on or arising from the same or similar  
25 facts, allegations, and/or claims pleaded or asserted in the Operative Complaint or  
26 PAGA Notice, including: all claims under state, federal and local law arising out of the  
27 allegations made in the Action and that reasonably arise or could have arisen out of the  
28 facts alleged in the Action as to the Aggrieved Employees only with regard to those

claims for or related to alleged unpaid overtime and minimum wages (Labor Code §§ 510, 1194, 1197, 1198, 1199); failure to timely pay wages at separation (Labor Code §§ 201-204); failure to reimburse business expenses (Labor Code §§ 2800 and 2802); failure to provide meal and rest breaks and/or premiums (Labor Code § 226.7, 512(a)); failure to provide accurate wage statements (Labor Code § 226); unfair competition, unfair business practices, unlawful business practices, fraudulent business practices (Business & Professions Code § 17200, *et seq.*)

**6. MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) with Class Counsel preparing an initial draft that complies with the Court’s current checklist for Preliminary Approval.

6.1. Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and/or the Administrator; (v) a signed declaration from each

1 Class Counsel firm attesting to its competency to represent the Class Members;  
2 its timely transmission to the LWDA of all necessary PAGA documents (initial  
3 notice of violations (Labor Code section 2699.3, subd. (a)), Operative  
4 Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor  
5 Code section 2699, subd. (1)(2)); and (vii) all facts relevant to any actual or  
6 potential conflict of interest with Class Members, the Administrator.

7 6.2. Responsibilities of Counsel. Class Counsel and Defense Counsel agree to work  
8 together in good faith expeditiously finalizing and filing the Motion for  
9 Preliminary Approval after the full execution of this Agreement; obtaining a  
10 prompt hearing date for the Motion for Preliminary Approval; and for appearing  
11 in Court to advocate in favor of the Motion for Preliminary Approval. Class  
12 Counsel is responsible for delivering the Court's Preliminary Approval to the  
13 Administrator.

14 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion  
15 for Preliminary Approval and/or the supporting declarations and documents,  
16 Class Counsel and Defense Counsel will expeditiously work together on behalf  
17 of the Parties by meeting in person or by telephone, and in good faith, to resolve  
18 the disagreement. If the Court does not grant Preliminary Approval or  
19 conditions Preliminary Approval on any material change to this Agreement,  
20 Class Counsel and Defense Counsel will expeditiously work together on behalf  
21 of the Parties by meeting in person or by telephone, and in good faith, to modify  
22 the Agreement and otherwise satisfy the Court's concerns.

23 **7. SETTLEMENT ADMINISTRATION.**

24 7.1. Selection of Administrator. The Parties have jointly selected Simpluris, Inc. to  
25 serve as the Administrator and verified that, as a condition of appointment, the  
26 Administrator agrees to be bound by this Agreement and to perform, as a  
27 fiduciary, all duties specified in this Agreement in exchange for payment of  
28 Administration Expenses. The Parties and their Counsel represent that they

1 have no interest or relationship, financial or otherwise, with the Administrator  
2 other than a professional relationship arising out of prior experiences  
3 administering settlements.

4 7.2. Employer Identification Number. The Administrator shall have and use its own  
5 Employer Identification Number for purposes of calculating payroll tax  
6 withholdings and providing reports state and federal tax authorities.

7 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund  
8 that meets the requirements of a Qualified Settlement Fund ("QSF") under US  
9 Treasury Regulation section 468B-1.

10 7.4. Notice to Class Members.

11 7.4.1. No later than three (3) business days after receipt of the Class Data, the  
12 Administrator shall notify Class Counsel that the list has been received  
13 and state the number of Class Members, Aggrieved Employees,  
14 Workweeks, and Pay Periods in the Class Data.

15 7.4.2. Using best efforts to perform as soon as possible, and in no event later  
16 than fourteen (14) calendar days after receiving the Class Data, the  
17 Administrator will send to all Class Members identified in the Class  
18 Data, via first-class United States Postal Service ("USPS") mail, the  
19 Class Notice substantially in the form attached to this Agreement as  
20 **Exhibit A**. The first page of the Class Notice shall prominently  
21 estimate the dollar amounts of any Individual Class Payment and/or  
22 Individual PAGA Payment payable to the Class Member/Aggrieved  
23 Employee, and the number of Workweeks and PAGA Pay Periods (if  
24 applicable) used to calculate these amounts. Before mailing Class  
25 Notices, the Administrator shall update Class Member addresses using  
26 the National Change of Address database.

27 7.4.3. Not later than five (5) business days after the Administrator's receipt of  
28 any Class Notice returned by the USPS as undelivered, the

1 Administrator shall re-mail the Class Notice using any forwarding  
2 address provided by the USPS. If the USPS does not provide a  
3 forwarding address, the Administrator shall conduct a Class Member  
4 Address Search via skip tracing, and re-mail the Class Notice to the most  
5 current address obtained. The Administrator has no obligation to make  
6 further attempts to locate or send Class Notice to Class Members whose  
7 Class Notice is returned by the USPS a second time.

8 7.4.4. If the Administrator, Defendants or Class Counsel is contacted by or  
9 otherwise discovers any persons who believe they should have been  
10 included in the Class Data and should have received Class Notice, the  
11 Parties will expeditiously meet and confer in person or by telephone,  
12 and in good faith, in an effort to agree on whether to include them as  
13 Class Members. If the Parties agree, such persons will be Class  
14 Members entitled to the same rights as other Class Members, and the  
15 Administrator will send, via email or overnight delivery, a Class Notice  
16 requiring them to exercise options under this Agreement not later than  
17 fourteen (14) calendar days after receipt of Class Notice, or the deadline  
18 dates in the Class Notice, which ever are later.

19 7.5. Requests for Exclusion (Opt-Outs).

20 7.5.1. Each Class Member shall have forty-five (45) calendar days from the  
21 mailing of the Notice within which to complete and postmark a written  
22 request for exclusion, for return to the Settlement Administrator. The  
23 request need not be in any particular form and will be considered a valid  
24 request for exclusion so long as it communicates a clear desire by the  
25 Settlement Class Member not to be included in the Settlement and/or  
26 Settlement Class, and identifies his/her/their full name and date of birth,  
27 and current address along with his/her/their signature. No requests for  
28 exclusion shall be accepted if postmarked after the forty-five (45)

1 calendar day period for the filing of exclusions. Class Members are  
2 responsible to maintain a photocopy of their request for exclusion,  
3 reflecting that it was submitted in a timely manner. Any disputes  
4 regarding the timeliness of a request for exclusion or whether a written  
5 communication constitutes a valid request that cannot be resolved  
6 between the Parties shall be determined by the Court, whose  
7 determination shall be final. A Class Member, who is also an Aggrieved  
8 Employee, cannot opt-out of the PAGA component of the Settlement.

9 7.5.2. Any Class Member who validly excludes himself/herself/themselves  
10 from this Settlement is a Non-Participating Class Member under this  
11 Agreement and shall not be bound by the Class Released Claims and  
12 shall not be entitled to any portion of the Net Settlement Amount. Non-  
13 Participating Class Members who are Aggrieved Employees are deemed  
14 to release the claims identified in Paragraph 5.3 of this Agreement and  
15 are eligible for an Individual PAGA Payment, which they cannot  
16 exclude themselves from.

17 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have forty-  
18 five (45) days after the Administrator mails the Class Notice to challenge the  
19 number of Class Workweeks and PAGA Pay Periods (if any) allocated to the  
20 Class Member in the Class Notice. The Class Member may challenge the  
21 allocation by communicating with the Administrator via fax, email or mail. The  
22 Class Member must submit supporting documentation. In the absence of any  
23 contrary documentation, the Administrator is entitled to presume that the  
24 Workweeks contained in the Class Notice are correct so long as they are  
25 consistent with the Class Data. The Administrator's determination of each  
26 Class Member's allocation of Workweeks and/or Pay Periods shall be final and  
27 not appealable or otherwise susceptible to challenge. The Administrator shall  
28 promptly provide copies of all challenges to calculation of Workweeks and/or

1 Pay Periods to Defense Counsel and Class Counsel and the Administrator's  
2 determination the challenges.

3 7.7. Objections to Settlement.

4 7.7.1. Only Participating Class Members may object to the class action  
5 components of the Settlement and/or this Agreement, including  
6 contesting the fairness of the Settlement, and/or amounts requested for  
7 the Class Counsel Fees Payment, Class Counsel Litigation Expenses  
8 Payment and/or Class Representative Service Payment. Class Members  
9 cannot object to the Released PAGA Claims or the PAGA component  
10 of the Settlement.

11 7.7.2. Participating Class Members may send written objections to the  
12 Administrator, by fax, email, or mail. In the alternative, Participating  
13 Class Members may appear in Court (or hire an attorney to appear in  
14 Court) to present verbal objections at the Final Approval Hearing. A  
15 Participating Class Member who elects to send a written objection to the  
16 Administrator must do so not later than forty-five (45) days after the  
17 Administrator's mailing of the Class Notice

18 7.7.3. Any Class Member, who does not affirmatively opt-out of the  
19 Settlement by submitting a valid and timely request for exclusion, may  
20 object to the approval of class action settlement ("Objecting Class  
21 Member"). Any Class Member who makes a valid and timely request  
22 for exclusion has waived their right to object.

23 7.7.4. Non-Participating Class Members have no right to object to any of the  
24 class action components of the Settlement.

25 7.7.5. At no time shall any of the Parties or their counsel seek to solicit or  
26 otherwise encourage Class Members to submit written objections to the  
27 Settlement or to appeal from the Court's Final Approval and Final  
28



Judgment. Class Counsel shall not represent any Class Members with respect to any such objections to this Settlement.

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

7.8.1. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) business days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to 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 Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid). Separately, the Administrator shall email a list to Class Counsel containing (a) the names on the Exclusion List.

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

1                   7.8.3. Administrator's Declaration. Not later than fourteen (14) calendar days  
2                   before the date by which Plaintiff is required to file the Motion for Final  
3                   Approval of the Settlement, the Administrator will provide to Class  
4                   Counsel and Defense Counsel, a signed declaration suitable for filing in  
5                   Court attesting to its due diligence and compliance with all of its  
6                   obligations under this Agreement, including, but not limited to, its  
7                   mailing of Class Notice, the Class Notices returned as undelivered, the  
8                   re-mailing of Class Notices, attempts to locate Class Members, the total  
9                   number of Requests for Exclusion from Settlement it received (both  
10                  valid or invalid), the number of written objections and attach the  
11                  Exclusion List. The Administrator will supplement its declaration as  
12                  needed or requested by the Parties and/or the Court. Class Counsel is  
13                  responsible for filing the Administrator's declaration(s) in Court.

14               7.8.4. Final Report by Settlement Administrator. Within 10 calendar days  
15               after the Administrator disburses all funds in the Gross Settlement  
16               Amount, the Administrator will provide Class Counsel and Defense  
17               Counsel with a final report detailing its disbursements by employee  
18               identification number only of all payments made under this Agreement.  
19               At least fifteen (15) calendar days before any deadline set by the Court,  
20               the Administrator will prepare, and submit to Class Counsel and  
21               Defense Counsel, a signed declaration suitable for filing in Court  
22               attesting to its disbursement of all payments required under this  
23               Agreement. Class Counsel is responsible for filing the Administrator's  
24               declaration in Court.

25           8.     **CLASS SIZE ESTIMATES.** Based on its records, Defendants estimates that, as of  
26           the date of the mediation (1) there were 3,064 Class Members and 521,229.58 total  
27           Workweeks during the Class Period and (2) there were 1,948 Aggrieved Employees  
28           who worked 45,153 PAGA Pay Periods during the PAGA Period.

1           **9. DEFENDANTS' RIGHT TO WITHDRAW.** If ten percent (10%) or more of the  
2           Class Members elect to exclude themselves from this Settlement, Defendants will have  
3           the sole right, but not the obligation, to void this Settlement within fourteen (14)  
4           calendar days after the deadline for Class Members to opt out or object, as set forth in  
5           the Class Notice. If Defendants exercise their rights under this Paragraph: (a) this  
6           Settlement Agreement and the Settlement shall be terminated and become void and of  
7           no effect, except for the obligation of Defendants to pay for any and all expenses  
8           incurred in connection with the notice and administration of the Settlement on or before  
9           the date on which the Settlement is terminated; (b) any actions take or to be taken in  
10          connection with this Settlement Agreement and the Settlement shall become null and  
11          void and of no effect; (c) this Settlement Agreement and Settlement and any hearings  
12          or proceedings thereunder shall not be referred to or used as evidence for or against any  
13          party or Class Member in this or any other action or proceeding; and (d) all pretrial  
14          proceedings, including discovery, shall resume 60 calendar days thereafter as if this  
15          Settlement had not been submitted for approval of the Court.

16          **10. MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before  
17          the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final  
18          approval of the Settlement that include a request for approval of the PAGA settlement  
19          under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a  
20          proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide  
21          drafts of these documents to Defense Counsel not later than fourteen (14) calendar days  
22          prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will  
23          expeditiously meet and confer in person or by telephone, and in good faith, to resolve  
24          any disagreements concerning the Motion for Final Approval.

25          **10.1. Response to Objections.** Each Party retains the right to respond to any objection  
26          raised by a Participating Class Member, including the right to file responsive  
27          documents in Court no later than five (5) court days prior to the Final Approval  
28          Hearing, or as otherwise ordered or accepted by the Court.

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

10.3. 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.

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

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment. 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.

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

12. **ADDITIONAL PROVISIONS.**

12.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reason, and Defendants reserve 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 Defendants'

1 defenses. The Settlement, this Agreement and Parties' willingness to settle the  
2 Action will have no bearing on, and will not be admissible in connection with,  
3 any litigation (except for proceedings to enforce or effectuate the Settlement  
4 and this Agreement).

5 12.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel,  
6 Defendants and Defense Counsel separately agree that, until the Motion for  
7 Preliminary Approval of Settlement is filed, they and each of them will not  
8 disclose, disseminate and/or publicize, or cause or permit another person to  
9 disclose, disseminate or publicize, any of the terms of the Agreement directly  
10 or indirectly, specifically or generally, to any person, corporation, association,  
11 government agency, or other entity except: (1) to the Parties' attorneys,  
12 accountants, or spouses, all of whom will be instructed to keep this Agreement  
13 confidential; (2) to the extent necessary to report income to appropriate taxing  
14 authorities; (3) in response to a court order or subpoena; or (4) in response to  
15 an inquiry or subpoena issued by a state or federal government agency. Each  
16 Party agrees to immediately notify each other Party of any judicial or agency  
17 order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel,  
18 Defendants and Defense Counsel separately agree not to, directly or indirectly,  
19 initiate any conversation or other communication, before the filing of the  
20 Motion for Preliminary Approval, with any third party regarding this  
21 Agreement or the matters giving rise to this Agreement except to respond only  
22 that "the matter was resolved," or words to that effect. This paragraph does not  
23 restrict Class Counsel's communications with Class Members in accordance  
24 with Class Counsel's ethical obligations owed to Class Members.

25 12.3. No Solicitation. The Parties separately agree that they and their respective  
26 counsel and employees will not solicit any Class Member to opt out of or object  
27 to the Settlement, or appeal from the Judgment, either directly or indirectly,  
28 through any means. Nothing in this paragraph shall be construed to restrict

1 Class Counsel's ability to communicate with Class Members in accordance  
2 with Class Counsel's ethical obligations owed to Class Members.

3 12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this  
4 Agreement together with its attached exhibits shall constitute the entire  
5 agreement between the Parties relating to the Settlement, superseding any and  
6 all oral representations, warranties, covenants, or inducements made to or by  
7 any Party.

8 12.5. Attorney Authorization. Class Counsel and Defense Counsel separately  
9 warrant and represent that they are authorized by Plaintiff and Defendants,  
10 respectively, to take all appropriate action required or permitted to be taken by  
11 such Parties pursuant to this Agreement to effectuate its terms, and to execute  
12 any other documents reasonably required to effectuate the terms of this  
13 Agreement including any amendments to this Agreement.

14 12.6. Cooperation. The Parties and their counsel will cooperate with each other and  
15 use their best efforts, in good faith, to implement the Settlement by, among  
16 other things, modifying the Agreement, submitting supplemental evidence and  
17 supplementing points and authorities as requested by the Court. In the event  
18 the Parties are unable to agree upon the form or content of any document  
19 necessary to implement the Settlement, or on any modification of the  
20 Agreement that may become necessary to implement the Settlement, the Parties  
21 will seek the assistance of a mediator and/or the Court for resolution.

22 12.7. No Prior Assignments. The Parties separately represent and warrant that they  
23 have not directly or indirectly assigned, transferred, encumbered, or purported  
24 to assign, transfer, or encumber to any person or entity and portion of any  
25 liability, claim, demand, action, cause of action, or right released and  
26 discharged by the Party in this Settlement.

27 12.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense  
28 Counsel are providing any advice regarding taxes or taxability, nor shall

1 anything in this Settlement be relied upon as such within the meaning of United  
2 States Treasury Department Circular 230 (31 CFR Part 10, as amended) or  
3 otherwise.

4 12.9. Modification of Agreement. This Agreement, and all parts of it, may be  
5 amended, modified, changed, or waived only by an express written instrument  
6 signed by all Parties or their representatives, and approved by the Court.

7 12.10. Agreement Binding on Successors. This Agreement will be binding upon, and  
8 inure to the benefit of, the successors of each of the Parties.

9 12.11. Applicable Law. All terms and conditions of this Agreement and its exhibits  
10 will be governed by and interpreted according to the internal laws of the state  
11 of California, without regard to conflict of law principles.

12 12.12. Cooperation in Drafting. The Parties have cooperated in the drafting and  
13 preparation of this Agreement. This Agreement will not be construed against  
14 any Party on the basis that the Party was the drafter or participated in the  
15 drafting.

16 12.13. Confidentiality. To the extent permitted by law, all agreements made, and  
17 orders entered during Action and in this Agreement relating to the  
18 confidentiality of information shall survive the execution of this Agreement.

19 12.14. Use and Return of Class Data. Information provided to Class Counsel pursuant  
20 to Cal. Evid. Code §1152, and all copies and summaries of the Class Data  
21 provided to Class Counsel by Defendants in connection with the mediation,  
22 other settlement negotiations, or in connection with the Settlement, may be used  
23 only with respect to this Settlement, and no other purpose, and may not be used  
24 in any way that violates any existing contractual agreement, statute, or rule of  
25 court. Not later than sixty (60) days after the date when the Court discharges  
26 the Administrator's obligation to provide a Declaration confirming the final pay  
27 out of all Settlement funds, Plaintiff shall destroy, all paper and electronic  
28 versions of Class Data received from Defendants unless, prior to the Court's



1 discharge of the Administrator's obligation, Defendants make a written request  
2 to Class Counsel for the return, rather than the destructions, of Class Data.

3 12.15. Headings. The descriptive heading of any section or paragraph of this  
4 Agreement is inserted for convenience of reference only and does not constitute  
5 a part of this Agreement.

6 12.16. Calendar Days. Unless otherwise noted, all reference to "days" in this  
7 Agreement shall be to calendar days. In the event any date or deadline set forth  
8 in this Agreement falls on a weekend or federal legal holiday, such date or  
9 deadline shall be on the first business day thereafter.

10 12.17. Notice. All notices, demands or other communications between the Parties in  
11 connection with this Agreement will be in writing and deemed to have been  
12 duly given as of the third business day after mailing by United States mail, or  
13 the day sent by email or messenger, addressed as follows:

14  
15 To Plaintiff: Jeremy F. Bollinger  
16 Moss Bollinger LLP  
17 15300 Ventura Blvd., Ste. 207  
18 Sherman Oaks, CA 91430

19 To Gene Ryu  
20 Defendants: K&L Gates LLP  
21 10100 Santa Monica Blvd, 8th Floor  
22 Los Angeles, CA 90067

23 12.18. Execution in Counterparts. This Agreement may be executed in one or more  
24 counterparts by facsimile, electronically (i.e. DocuSign), or email which for  
25 purposes of this Agreement shall be accepted as an original. All executed  
26 counterparts and each of them will be deemed to be one and the same instrument  
27 if counsel for the Parties will exchange between themselves signed  
28

1 counterparts. Any executed counterpart will be admissible in evidence to prove  
2 the existence and contents of this Agreement.

3 12.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement  
4 the litigation shall be stayed, except to effectuate the terms of this Agreement.  
5 The Parties further agree that upon the signing of this Agreement that pursuant  
6 to CCP section 583.330 to extend the date to bring a case to trial under CCP  
7 section 583.310 for the entire period of this settlement process.

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9 **SIGNATURES ON NEXT PAGE**  
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[Signature Page]

IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Settlement and Release between Plaintiff and Defendants as of the date(s) set forth

below:

Dated: 2/16/2023, 2023

DocuSigned by:

David D. Walker

DAVID WALKER

Plaintiff and Class Representative

Dated: \_\_\_\_\_, 2023

[NAME], [TITLE]

Defendants Howmet Aerospace, Inc., Schlosser Forge Company, Arconic Global Fasteners & Rings, Inc., Alcoa Global Fasteners, Inc., Arconic, Inc., Alcoa, Inc., Howmet Global Fastening Systems Inc., Huck International Inc., Valley-Todeco, Inc., New Century Metals Southeast, Inc., Forged Metals, Inc., and Republic Fastener Mfg. Corp.

Dated: February 15, 2023

Daniel C. Fayock, EVP & CLO

DANIEL FAYOCK,

EVP, Chief Legal Officer for Defendant

ARCONIC CORPORATION

**APPROVED AS TO FORM AND CONTENT:**

Dated: 2/16/2023, 2023

MOSS BOLLINGER, LLP

DocuSigned by:

By: [Signature]

Jerome F. Bollinger

Attorneys for Plaintiff DAVID WALKER

Dated: Feb. 16, 2023

K&L GATES LLP

By: [Signature]

Gene Ryu

Carter Norfleet

Attorneys for Defendants Howmet Aerospace, Inc., Schlosser Forge Company, Arconic Global Fasteners & Rings, Inc., Alcoa Global Fasteners, Inc., Arconic, Inc., Alcoa, Inc., Arconic Corporation, Howmet Global Fastening Systems Inc., Huck International Inc., Valley-Todeco, Inc., New Century Metals Southeast, Inc., Forged Metals, Inc., and Republic Fastener Mfg. Corp.


[Signature Page]

IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Settlement and Release between Plaintiff and Defendants as of the date(s) set forth below:

Dated: \_\_\_\_\_, 2023

DAVID WALKER  
Plaintiff and Class Representative

Dated: February 1, 2023

  
NEIL MARCHUK, Executive Vice President  
Defendants Howmet Aerospace, Inc., Schlosser Forge Company, Arconic Global Fasteners & Rings, Inc., Alcoa Global Fasteners, Inc., Arconic, Inc., Alcoa, Inc., Howmet Global Fastening Systems Inc., Huck International Inc., Valley-Todeco, Inc., New Century Metals Southeast, Inc., Forged Metals, Inc., and Republic Fastener Mfg. Corp.

Dated: \_\_\_\_\_, 2023

\_\_\_\_\_  
[NAME], [TITLE]  
Defendant Arconic Corporation

**APPROVED AS TO FORM AND CONTENT:**

Dated: \_\_\_\_\_, 2023

MOSS BOLLINGER, LLP

By: \_\_\_\_\_

Jeremy F. Bollinger  
Attorneys for Plaintiff DAVID WALKER

Dated: \_\_\_\_\_, 2023

K&L GATES LLP

By: \_\_\_\_\_

Gene Ryu  
Carter Norfleet  
Attorneys for Defendants Howmet Aerospace, Inc., Schlosser Forge Company, Arconic Global Fasteners & Rings, Inc., Alcoa Global Fasteners, Inc., Arconic, Inc., Alcoa, Inc., Arconic Corporation, Howmet Global Fastening Systems Inc., Huck International Inc., Valley-Todeco, Inc., New Century Metals Southeast, Inc., Forged Metals, Inc., and Republic Fastener Mfg. Corp.

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# EXHIBIT

# A

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

*David Walker v. Howmet Aerospace, Inc., et al.*

San Bernardino Superior Court Case No. CIVDS2022311

***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 and PAGA lawsuit ("Action") against Howmet Aerospace, Inc., Schlosser Forge Company, Arconic Global Fasteners & Rings, Inc., Alcoa Global Fasteners, Inc., Arconic, Inc., Alcoa, Inc., Arconic Corporation, Howmet Global Fastening Systems Inc., Huck International Inc., Valley-Todeco, Inc., New Century Metals Southeast, Inc., Forged Metals, Inc., and Republic Fastener Mfg. Corp (collectively referred to as "Howmet" or "Defendants") for alleged wage and hour violations. The Action was filed by a former Howmet employee, David Walker ("Plaintiff"), and seeks payment of (1) back wages and other relief for a class of current and former non-exempt, hourly paid employees of Defendants employed in California at any time from June 7, 2017, through May 31, 2022 ("Class Period") ("Class Members"); and (2) penalties under the California Private Attorneys General Act ("PAGA") for all current and former non-exempt, hourly paid employees of Defendants employed in California at any time from June 7, 2020, through May 31, 2022 ("PAGA Period") ("Aggrieved Employees"). The release period for claims for failure to reimburse business expenses pursuant to Labor Code § 2802 shall be from June 7, 2017 through May 31, 2022. The release period for those other Released Claims for or related to alleged unpaid overtime and minimum wages, failure to timely pay wages at separation, failure to provide meal and rest breaks and/or premiums, failure to provide accurate wage statements, unfair competition, unfair business practices, unlawful business practices, and fraudulent business practices shall be from March 6, 2021 through May 31, 2022.

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

4 Based on Defendants' records, and the Parties' current assumptions, your **Individual Class**  
5 **Payment is estimated to be \$\_\_\_\_\_ (less withholding) and your Individual PAGA Payment is**  
6 **estimated to be \$\_\_\_\_\_.** The actual amount you may receive likely will be different and will depend  
7 on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to  
8 Howmet's records you are not eligible for an Individual PAGA Payment under the Settlement because  
9 you did not work during the PAGA Period.)

10 The above estimates are based on Howmet's records showing that **you worked**  
11 **workweeks** during the Class Period and **you worked \_\_\_\_\_ workweeks** during the PAGA Period and  
12 that **you experienced \_\_\_\_\_ terminations.** If you believe that you worked more workweeks during  
13 either period, you can submit a challenge by the deadline date. *See* Section 4 of this Notice.

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

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

- 24 (1) **Do Nothing.** You don't have to do anything to participate in the proposed  
25 Settlement and be eligible for an Individual Class Payment and/or an Individual  
26 PAGA Payment. If you do nothing, and the Court approves the Settlement, as a  
27 Participating Class Member, though, you will give up your right to assert Class  
28 Period wage claims and PAGA Period penalty claims against Howmet.



(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 Howmet, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment and will be subject to the Released PAGA Claims. If you are an Aggrieved Employee, you cannot opt-out of the PAGA portion of the proposed Settlement.

**Howmet 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**

|   |  |
|---|--|
| <b>You Don't Have to Do Anything to Participate in the Settlement</b>   | 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 Defendants that are covered by this Settlement ("Released Claims").  |
| <b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b><br><br><b>The Opt-out Deadline is</b><br>[REDACTED]  | 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. <i>See</i> Section 6 of this Notice.<br><br>You cannot opt-out of the PAGA portion of the proposed Settlement. Howmet must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims. |
| <b>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</b><br><br><b>Written Objections Must be Submitted by</b><br>[REDACTED] | 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. <i>See</i> Section 7 of this Notice.   |
| <b>You Can Participate in the Final Approval Hearing</b>               | 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. <i>See</i> Section 8 of this Notice.  |
| <b>You Can Challenge the Calculation of Your Workweeks/Pay Periods</b> | 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 Howmet's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by . <i>See</i> Section 4 of this Notice. |
| <b>Written Challenges Must be Submitted by</b>                         |  |

## 1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Howmet employee. The Action accuses Howmet of violating California labor laws by failing to pay minimum wages; failing to pay overtime wages; failing to provide adequate meal periods and pay all premiums owed; failing to pay all rest period premiums; failing to furnish accurate itemized wage statements; failing to pay all wages upon cessation of employment; failing to reimburse business expenditures; and unfair competition. Based on the same claims, Plaintiff asserted a claim for civil penalties for the same labor code violations under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: Jeremy F. Bollinger, Dennis F. Moss, Ari E. Moss, and Jorge A. Flores of Moss Bollinger LLP ("Class Counsel.")

Howmet denies violating any laws or failing to pay any wages as alleged in the Action 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 Howmet or Plaintiff is correct on the merits.

1 In the meantime, Plaintiff and Howmet hired an experienced, neutral mediator in an effort to  
2 resolve the Action by negotiating an to end the case by agreement (settle the case) rather than  
3 continuing the expensive and time-consuming process of litigation. The negotiations were successful.  
4 By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court  
5 to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Howmet have  
6 negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the  
7 proposed Settlement is a compromise of disputed claims. By agreeing to settle, Howmet does not  
8 admit any violations or concede the merit of any claims.

9 Plaintiff and Class Counsel agree that: (1) Howmet has agreed to pay a fair, reasonable and  
10 adequate amount considering the strength of the claims and the risks and uncertainties of continued  
11 litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees.  
12 The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized  
13 this Notice, and scheduled a hearing to determine Final Approval.

14 **3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED**  
15 **SETTLEMENT?**

16 1. Howmet Will Pay Three Hundred Ninety-Five Thousand Dollars (\$395,000) as the  
17 Gross Settlement Amount ("Gross Settlement"). Howmet has agreed to deposit the Gross Settlement  
18 into an account controlled by the Administrator of the Settlement. The Administrator will use the  
19 Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, the Class  
20 Representative Service Payment, Class Counsel Fees Payment, the Class Counsel Litigation Expenses  
21 Payment, the Administrator Expenses Payment, and penalties to be paid to the California Labor and  
22 Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Howmet  
23 will fund the Gross Settlement not more than thirty (30) calendar days after the Judgment entered by  
24 the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later  
25 date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

26 2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing,  
27 Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross  
28 Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- A. Up to **\$138,250.00** (35% of the Gross Settlement) to Class Counsel for attorneys' fees (subject to increase if the Gross Settlement increases) and up to **\$14,000** for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to **\$10,000** as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
- C. Up to **\$21,000** to the Administrator for services administering the Settlement.
- D. Approximately **\$8,000** for PAGA Penalties 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 Howmet are asking the Court to approve an allocation of **20%** of each Individual Class Payment to taxable wages ("Wage Portion") and **80%** to non-economic damages and interest ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. (Howmet 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 Defendants have agreed to these allocations and think they are fair, 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 transmitted to The Red Cross of Los Angeles.

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 Howmet. You cannot opt-out of the PAGA portion of the Settlement or the Released PAGA Claims. 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 Howmet based on the PAGA Period facts alleged in the Action (the "Released PAGA Claims").

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 Howmet have agreed that, in either case, the Settlement will be void: Howmet will not pay any money and Class Members will not release any claims against Howmet.

8. Administrator. The Court has appointed a neutral company, **Simpluris, Inc.** (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



1 administer the Settlement. The Administrator's contact information is contained in Section 9 of this  
2 Notice.

3 9. Participating Class Members' Release. After the Judgment is final and Howmet has  
4 fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class  
5 Members will be legally barred from asserting any of the claims released under the Settlement. This  
6 means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot  
7 sue, continue to sue, or be part of any other lawsuit against Defendants for wages based on the Class  
8 Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved  
9 by this Settlement.

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

11 All Participating Class Members on behalf of themselves and their respective  
12 former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Defendants and Released Parties from all  
13 claims pleaded in the Operative Complaint in the Action and which reasonably  
14 could have been alleged under the same or similar facts, allegations and/or  
15 claims pleaded in the Action, against the Released Parties, for work performed  
16 during the Class Period, including: all claims under state, federal and local law  
17 arising out of the allegations made in the Action and that reasonably arise or  
18 could have arisen out of the facts alleged in the Action as to the Class Members  
19 only with regard to those claims for or related to alleged unpaid overtime and  
20 minimum wages (Labor Code §§ 510, 1194, 1197, 1198, 1199); failure to  
21 timely pay wages at separation (Labor Code §§ 201-204); failure to reimburse  
22 business expenses (Labor Code §§ 2800 and 2802); failure to provide meal and  
23 rest breaks and/or premiums (Labor Code § 226.7, 512(a)); failure to provide  
24 accurate wage statements (Labor Code § 226); unfair competition, unfair  
25 business practices, unlawful business practices, fraudulent business practices  
26 (Business & Professions Code § 17200, *et seq.*); and PAGA claims for civil  
27 penalties (Labor Code § 2698, *et seq.*) due to any of the same alleged Labor  
28 Code violations of Defendants by Plaintiff during the Class Period listed above,  
interest, fees, costs (collectively, "Released Claims").

21 Aggrieved Employees will be bound by the following release:

22 Aggrieved Employees on behalf of themselves and their respective former and  
23 present representatives, agents, attorneys, heirs, administrators, successors, and  
24 assigns, release, discharge, and are forever barred from pursuing against  
25 Defendants and the Released Parties any and all claims for civil penalties under  
26 PAGA (the California Labor Code Private Attorney General Act (Cal. Labor  
27 Code §2698 *et seq.*)) for any and all claims that were alleged in the Operative  
28 Complaint or that reasonably could have been alleged in the Operative  
Complaint based on or arising from the same or similar facts, allegations, and/or  
claims pleaded or asserted in the Operative Complaint or PAGA Notice,  
including: all claims under state, federal and local law arising out of the  
allegations made in the Action and that reasonably arise or could have arisen  
out of the facts alleged in the Action as to the Aggrieved Employees only with

regard to those claims for or related to alleged unpaid overtime and minimum wages (Labor Code §§ 510, 1194, 1197, 1198, 1199); failure to timely pay wages at separation (Labor Code §§ 201-204); failure to reimburse business expenses (Labor Code §§ 2800 and 2802); failure to provide meal and rest breaks and/or premiums (Labor Code § 226.7, 512(a)); failure to provide accurate wage statements (Labor Code § 226); unfair competition, unfair business practices, unlawful business practices, fraudulent business practices (Business & Professions Code § 17200, *et seq.*) (collectively, "Released PAGA Claims").

#### 4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments using the following formula: The Administrator shall add together all Workweeks worked by Class Members during the Class Reimbursement Release Period and the Class Non-Reimbursement Release Period (excluding those worked by Non-Participating Class Members) to determine the "Participating Class's Total Weeks." For each Workweek worked by a Participating Class Member during the Class Reimbursement Release Period, the Participating Class Member will receive one (1) "Net Settlement Share". For each Workweek worked by a Participating Class Member during the Non-Class Reimbursement Release Period, the Participating Class Member will receive three (3) "Net Settlement Shares". For every Workweek worked by a Participating Class Member in the position of grinder, the Participating Class Member will receive an additional five (5) "Net Settlement Shares". For every Workweek worked by a Participating Class Member whose job position required the use of a mask and was not provided a mask or paid a \$75 stipend to purchase masks, the Participating Class Member will receive one additional (1) "Net Settlement Share". Every Participating Class Member whose job position required the use of boots will receive an additional two (2) "Net Settlement Shares". Every Participating Class Member whose employment by Defendants terminated during the period of June 7, 2018 through the May 31, 2022, will receive an additional five (5) "Net Settlement Shares". The Administrator shall then divide each Participating Class Member's total Net Settlement Shares by the Participating Class's Total Weeks in order to determine the "Percentage Share" of each Participating Class Member. Each Participating Class Member shall be entitled to receive a Settlement Award equal to his or her Percentage Share of the Class Distribution Fund.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing approximately \$2,000 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 Howmet's records, are stated in the first page of this Notice. You have until [REDACTED] 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 Howmet's calculation of Workweeks and/or Pay Periods based on Howmet'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 Howmet'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. The Released Claims will apply to you whether you cash or don't cash the Individual Class Payment and/or Individual PAGA Payment check(s).

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). The PAGA Settlement will apply to you whether you cash or do not cash the Individual PAGA Payment check.

**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 *David Walker v. Howmet Aerospace Inc., et al., San Bernardino Superior Court Case No. CIVDS2022311*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number 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 Howmet are asking the Court to approve. At least sixteen (16) court days before the [INSERT DATE OF FINAL APPROVAL HEARING] 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. You can view these documents on the Administrator's Website \_\_\_\_\_ (url) or the Court's website \_\_\_\_\_ (url).

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 *David Walker v. Howmet Aerospace Inc., et al., San Bernardino Superior Court Case No. CIVDS2022311* and include your



1 name, current address, telephone number, and approximate dates of employment for and sign the  
2 objection. Section 9 of this Notice has the Administrator's contact information.

3 Alternatively, a Participating Class Member can object by attending the Final Approval  
4 Hearing. You (or an attorney of your choice) should be ready to tell the Court what you object to,  
5 why you object, and any facts that support your objection. See Section 8 of this Notice (immediately  
6 below) for specifics regarding the Final Approval Hearing.

### 7 **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

8 You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at  
9 [REDACTED] (time) in Department S-26 of the San Bernardino Justice Center, located at 247 West Third Street, San  
10 Bernardino, CA 92415. At the Hearing, the judge will decide whether to grant Final Approval of the  
11 Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the  
12 Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel  
13 before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via  
14 CourtCall (<https://www.sb-court.org/general-information/remote-access>) Check the Court's website  
15 for the most current information.

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

### 19 **9. HOW CAN I GET MORE INFORMATION?**

20 The Agreement sets forth everything Howmet and Plaintiff have promised to do under the  
21 proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement  
22 documents is to go to [REDACTED] (specify entity)'s website at [REDACTED] (url). You can also  
23 telephone the Administrator using the contact information listed below, or consult the Superior Court  
24 website by going to (<https://cap.sb-court.org/search>) and entering the Case Number for the Action,  
25 Case No. CIVDS2022311. You can also make an appointment to personally review court documents  
26 in the Clerk's Office at the San Bernardino District – Civil Division by calling (909) 708-8678.  
27  
28

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

Class Counsel: Jeremy F. Bollinger, Dennis F. Moss, Ari E. Moss, Jorge A. Flores  
Name of Attorney: Jeremy F. Bollinger  
Email Address: jeremy@mossbollinger.com  
Name of Firm: Moss Bollinger LLP  
Mailing Address: 15300 Ventura Blvd., Ste. 207, Sherman Oaks, California 91403  
Telephone: (310) 982-2984

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.