

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES, SPRING STREET COURTHOUSE

Trial Date: None Set

JOINT STIPULATION AND SETTLEMENT OF CLASS ACTION AND PRIVATE ATTORNEYS GENERAL ACT CLAIMS

1 *Company, Inc.* (“Action”) Los Angeles Superior Court Case No. 20STCV07252.

2 1. “Action” means, and refers to, the case captioned *Jeffrey Tucker v. Armorcast Products*
3 *Company, Inc.* in the California Superior Court for the County of Los Angeles, Case No.
4 20STCV07252.

5 2. “Agreement,” “Settlement,” or “Stipulation” mean, and refer to, this Joint Stipulation
6 and Settlement of Class Action and PAGA Claims.

7 3. “Aggregate Workweek Number” means, and refers to, the sum of all of the Participating
8 Class Members’ Total Workweeks which will be used to calculate the Weekly Settlement Amounts of
9 the Participating Class Members’ Individual Settlement Payments.

10 4. “Attorneys’ Fees and Cost Award” means, and refers to, the amount authorized by the
11 Court to be paid to Class Counsel for the services they have rendered, and expenses they have incurred,
12 in prosecuting the Action. As set forth *infra* in Section III, Paragraph 8, Class Counsel shall request,
13 and Defendant will not oppose, an award of attorneys’ fees of Seven Hundred Thirty Three Thousand
14 Three Hundred Thirty Three Dollars and thirty three cents (\$733,333.33) which is Thirty Three and
15 One Third percent (33 ⅓%) of the Gross Fund Value and a Cost Award of up to Twenty Thousand
16 Dollars (\$20,000). The Attorneys’ Fees and Cost Award shall come out of the Gross Fund Value and
17 will not increase the amount of the Gross Fund Value. Class Counsel will be issued IRS Form 1099 for
18 the Attorneys’ Fees and Cost Award.

19 5. “Settlement Administrator” means, and refers to, Simpluris or another settlement
20 administration provider upon which the Named Plaintiff, Class Counsel, Defendant, and Defendant’s
21 Counsel mutually agree.

22 6. “Settlement Administration Costs” means, and refers to, the amount that will be paid to
23 the Settlement Administrator, and includes all costs incurred in administering the Settlement, which will
24 be paid from the Gross Fund Value, as defined in Section I, Paragraph 36, *infra*. The Parties agree to
25 work in good faith to minimize, as much as possible, the Settlement Administration Costs. Defendant
26 will not object to any application for approval of the Settlement Administration Costs, provided the
27 Settlement Administration Costs are paid out of the Gross Fund Value and will not increase the Gross
28

1 Fund Value.

2 7. “Class” and “Class Member” mean, and refer to, a member of the class conditionally
3 certified for settlement purposes only during the applicable Class Period, consisting of 1) all current and
4 former individuals who were directly employed by Defendant ARMORCAST PRODUCTS COMPANY,
5 INC. and who were employed in California, as non-exempt hourly paid employees during the Class
6 Period of February 25, 2016 through March 4, 2022; and 2) all individuals who performed work for
7 Defendant ARMORCAST PRODUCTS COMPANY, INC. pursuant to a temporary staffing agreement
8 as non-exempt hourly paid workers during the Class Period of February 25, 2016 through March 4, 2022.

9 8. “Class Counsel” and “Plaintiff’s Counsel” means and refers to Bruce Kokozyan, Esq. of
10 Kokozyan Law Firm, APC.

11 9. “Class List and Data Report” means a list of Class Members that Defendant will diligently
12 and in good faith compile from its Human Resources, and/or Payroll employee information database.
13 The Class List and Data Report shall be in excel format, and shall include:

14 a. For each Class Member that was employed directly by Defendant ARMORCAST PRODUCTS
15 COMPANY, LLC: each Class Member’s full name; employee ID while employed with Defendant; dates
16 of employment during which he or she was employed by Defendant; last known home address; and his
17 or her Social Security number.

18 b. For each Class Member that performed work for Defendant ARMORCAST PRODUCTS
19 COMPANY, LLC pursuant to a temporary staffing agreement: each Class Member’s full name; worker
20 ID while performing work for Defendant; dates the Class Member performed work for Defendant and
21 the physical address they performed work for Defendant.

22 10. “Class Period” means, and refers to, the period from February 25, 2016 through March 4,
23 2022.

24 11. “Complaint” means, and refers to, all of the operative complaints filed by the Named
25 Plaintiff in this Action titled *Jeffrey Tucker v. Armorcast Products Company, Inc.*.

26 12. “Court” means, and refers to, the Superior Court of the State of California for the County
27 of Los Angeles.

1 13. “Defendant” means, and refers to ARMORCAST PRODUCTS COMPANY, INC.

2 14. “Defendant’s Counsel” or “Defense Counsel” shall mean Mona Z. Hanna and Jennifer A.
3 Mauri of Michelman and Robinson, LLP.

4 15. “Effective Date” means the following: (a) if no one objects to the Settlement, then the
5 Effective Date will be the date of Final Approval, as defined in Section I, Paragraph 18, *infra*; (b) if a
6 Class Member timely objects to the Settlement and is overruled, and if an appeal is not timely sought
7 from the Final Order and Judgment, then the Effective Date will be sixty five (65) days after service of
8 the Final Order and Judgment by Plaintiff on Defendant and any Objectors; or (c) if a Class Member
9 timely objects to the settlement and if a timely appeal is sought from the Final Order and Judgment,
10 then the Effective Date shall be twenty (20) days after the applicable appellate court has rendered a
11 final decision or opinion affirming the trial court’s final approval, and the applicable date for seeking
12 further appellate review has passed, or twenty (20) days after any such Appeal has been either
13 dismissed or withdrawn by the appellant or the time for filing an appeal expires.

14 16. “Excluded Class Members” means, and refers to, all Class Members who timely and
15 validly submit a written request to be excluded from the Class on or before the Objection/Exclusion
16 Deadline Date, as defined in Section I, Paragraph 24, *infra*.

17 17. “Final Approval” means, and refers to, the Court’s order granting final approval of the
18 Settlement.

19 18. “Final Approval Date” means, and refers to, the date on which the Court’s Final Approval
20 Order is entered.

21 19. “Final Approval Hearing/Settlement Fairness Hearing” means, and refers to, the hearing
22 at which the Court considers whether to approve the Settlement and to enter the Final Approval Order.

23 20. “Individual Settlement Payment” means, and refers to, the amount to be paid to each
24 individual Participating Class Member from the Net Fund Value. Individual Settlement Payment for each
25 individual Participating Class Member will result from the calculations set forth in Section III, paragraph
26 12, *infra*, less all applicable state and federal withholding taxes, including FICA, FUTA and SDI
27 contributions and any other applicable payroll deductions required by law as a result of the payment of

the amount allocated to such Participating Class Member under the terms of this Stipulation.

21. “Named Plaintiff” means Jeffrey Tucker.

22. “Net Fund Value” or “NFV” means, and refers to, the funds available to be distributed to Participating Class Members from the Gross Fund Value after payment of any Attorneys’ Fees and Cost Awards, Service Award, Settlement Administration Costs, and the PAGA payment.

23. “Notice” means and refers to the “Notice of Class Action Settlement” that the Court directs to be sent:

a. For each Class Member that was employed directly by Defendant ARMORCAST PRODUCTS COMPANY, LLC: via regular mail, the Notice (substantially in the form annexed hereto as Exhibit 1).

b. For each Class Member that performed work for Defendant ARMORCAST PRODUCTS COMPANY, LLC pursuant to a temporary staffing agreement: via regular mail the Notice (substantially in the form annexed hereto as Exhibit 1 and also the Request to Update Info (substantially in the form annexed hereto as Exhibit 2.

24. “Objection/Exclusion Deadline” means and refers to the date no later than forty five (45) calendar days after the date the Class Notices are mailed (judged by the postmark date) to Class Members by the Settlement Administrator, on or before which a Class Member, may (1) validly submit a Notice of Objection, (2) submit a Request for Exclusion, or (3) challenge with documentary evidence his or her Total Workweeks.

25. “PAGA Payment” means and refers to Twenty One Thousand Dollars (\$21,000) of the Gross Fund Value, which constitutes penalties pursuant to California’s Private Attorneys General Act of 2004 (California Labor Code § 2699 et seq., or “PAGA,”) and pursuant to Labor Code Section 2699(i), which will be distributed as follows: 25% to the Participating Class Members and 75% to the California Labor and Workforce Development Agency, which shall be Fifteen Thousand Seven Hundred Fifty Dollars (\$15,750). The 25% portion of the PAGA Payment that shall be paid to the Participating Class Members shall remain within the Net Fund Value so that it is available to be included within the calculation of the Participating Class Members’ Individual Settlement Payments.

1 26. “Participating Class Member” means and refers to any and all Class Members who are
2 not Excluded Class Members.

3 27. “Parties” means, and refers to Defendant, the Named Plaintiff, and the Class Members.

4 28. “Preliminary Approval Order” means, and refers to, the Order issued by the Court
5 preliminarily approving the terms of the Settlement.

6 29. “Preliminary Approval Date” means and refers to the date that the Court enters the
7 Preliminary Approval Order.

8 30. “Preliminary Approval Hearing” means and refers to the hearing on Named Plaintiff’s
9 Motion for Preliminary Approval, as discussed in Section III, Paragraph 10, *infra*.

10 31. “Qualified Settlement Fund” means and refers to the fund to be established by the
11 Settlement Administrator pursuant to Internal Revenue Code Section 1.468B-1.

12 32. “Released Claims” is defined as follows: Upon the Effective Date and upon Defendant
13 fully funding the Settlement, Participating Class Members for the Class Period shall fully and finally
14 release and discharge the Released Parties of all claims, rights, demands, liabilities, damages, attorneys’
15 fees, costs, and causes of action of every nature and description, arising from any and all claims which
16 were asserted in the Action or could have been asserted based on the facts alleged in the Action, and
17 arising during the Class Period of this settlement, including statutory, constitutional or common law
18 claims for wages, damages, unpaid costs, liquidated damages, penalties, interest, attorneys’ fees,
19 litigation costs, restitution, equitable relief, or other relief under California Business & Professions
20 Code §17200, et seq. based on the following categories of allegations as set forth in the operative
21 complaint: (a) all claims for unpaid overtime wages; (b) all claims for unpaid minimum wages; (c) all
22 claims for failure to provide meal periods; (d) all claims for failure to authorize and permit rest periods;
23 (e) all claims for the failure to promptly pay all wages due and owing at the time of an employee’s
24 termination or discharge; (f) all claims for the failure to issue properly itemized wage statements; (g) all
25 claims for Unfair Competition or Business Practices under California’s Business and Professions Code
26 based on the preceding claims; (h) all claims for any and all penalties pursuant to the California Labor
27 Code and/or the Private Attorneys General Act of 2004 based on the preceding claims.

33. “Released Parties” means and refers to Defendant ARMORCAST PRODUCTS COMPANY, INC. and its successors in interest, past, present, or future parents, subsidiaries and related or affiliated corporations, and their past, present, or future officers, directors, shareholders, employees, agents, principals, heirs, joint employers, staffing agencies, representatives, accountants, auditors, attorneys, consultants, insurers, and reinsurers, and each of their respective successors and predecessors in interest, subsidiaries, affiliates, parents, and each of their company-sponsored employee benefit plans, and all of their respective officers, directors, owners, employees, administrators, fiduciaries, trustees, and agents.

34. “Service Award” means and refers to the amount that the Court authorizes to be paid to the Named Plaintiff over and above his/her Individual Settlement Payment, in recognition of Named Plaintiff’s efforts in assisting with the prosecution of the Action on behalf of the Class Members and in return for executing a General Release of all Claims against Released Parties. Named Plaintiff will request, and Defendant will not oppose, a Service Award up to Five Thousand Dollars (\$5,000). Named Plaintiff will be issued an IRS Form 1099 in connection with his Service Award.

35. “Settlement Award” means, and refers to, the total portion of the Net Fund Value payable to each Class Member after deduction of all applicable state and federal employment withholding taxes, FICA and FUTA contributions and any other applicable payroll deductions required by law.

36. “Gross Fund Value” means, and refers to, the total amount that Defendant will be required to pay by this Settlement. The Gross Fund Value consists of the Attorneys’ Fees and Costs Award, the Service Award, the Settlement Administration Costs, the PAGA Payment and the Net Fund Value. The Gross Fund Value is equal to Two Million Two Hundred Thousand Dollars (\$2,200,000). In addition, Defendant must also pay the employer side share of payroll taxes, as described below.

37. “Workweek” is any calendar week during the Class Period in which a Class Member was employed by or performed work for Defendant.

38. “Total Workweeks” means and refers to the sum of all the Workweeks a Class Member was employed or performed work for Defendant during the Class Period.

II. RECITALS

This Stipulation is made by the Named Plaintiff on behalf of himself and each of the other Class Members, on the one hand, and the Defendant, on the other hand, in this Action, and is subject to the approval of the Court.

A. CLASS CERTIFICATION FOR SETTLEMENT PURPOSES ONLY

At or about the time that the Named Plaintiff files his motion for preliminary approval of this Settlement Agreement, the Named Plaintiff shall request certification of the Class for settlement purposes only.

Limitation on Effect of Certification.

The certification of the Class – for settlement purposes only – shall not constitute, in this or any other proceeding, an admission of any kind by Defendant, including without limitation, that certification of a class or collective action for trial purposes is appropriate or proper or that Named Plaintiff could establish any of the requisite elements for class or collective treatment of any of the claims in the Action. In the event that the Settlement is not finally approved, or the Settlement is otherwise terminated or rendered null and void, the certification of the Class shall be automatically vacated and shall not constitute evidence or a binding determination that the requirements for certification of a class or collective action for trial purposes in this Action or in any other actions are satisfied. In such circumstances, Defendant expressly reserves all rights to challenge the Class certification for any purpose other than settlement purposes in this Action or in any other action on all available grounds as if no class had been certified for settlement purposes in the Action, and no reference to the prior certification of this class, or any documents related thereto, shall be made available for any purpose. Additionally, the Parties stipulate that to further the certification for settlement purposes only, and for no other purpose or effect, the Named Plaintiff is typical of other Class Members and can represent the Class.

B. INVESTIGATION IN THE CLASS ACTION

The Parties have conducted significant investigation of the facts and law during the prosecution of this Action. Discovery and investigation included: the exchange of discovery between Plaintiff and Defendant including the production by Plaintiff of all documents related to Plaintiff's employment with Defendant, the production of documents by Defendant including Defendant's employee handbooks,

1 policies and procedures regarding the payment of wages, time keeping, overtime, meal and rest periods
2 and the production of detailed voluminous class-wide payroll and time punch data by Defendant.
3 Plaintiff's counsel retained an expert to review timekeeping records and payroll records and to assist in
4 the preparation of a damage analysis for this litigation. Also there were numerous conferences between
5 representatives of the Parties and a full day-long mediation session with Steve Serratore Esq. an
6 experienced mediator of wage-and-hour class actions, on March 4, 2022.

7 **C. BENEFITS OF SETTLEMENT TO CLASS MEMBERS**

8 Named Plaintiff and Class Counsel recognize the expense and length of continued proceedings
9 necessary to litigate their disputes through trial and through any possible appeals. Named Plaintiff has
10 also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties
11 and delays inherent in such litigation. Named Plaintiff and Class Counsel are also aware of the burdens
12 of proof necessary to establish liability for the claims asserted in the Action, both generally and in
13 response to Defendant's defenses thereto (many of which have been shared at the mediation and in
14 settlement discussions). Named Plaintiff and Class Counsel have also taken into account the extensive
15 settlement negotiations conducted. Named Plaintiff and Class Counsel have also taken into account
16 Defendant's agreement to enter into a settlement that confers substantial relief upon the Class Members.
17 Based on the foregoing, Named Plaintiff and Class Counsel have determined that the Settlement set
18 forth in this Agreement is a fair, adequate and a reasonable settlement, and is in the best interests of the
19 Class Members.

20 **D. DEFENDANT'S REASONS FOR SETTLEMENT**

21 Defendant has concluded that any further defense of this litigation would be protracted and
22 expensive for all Parties. Substantial amounts of Defendant's time, energy and resources have been
23 and, unless this Settlement is made, will continue to be devoted to the defense of the Claims asserted by
24 the Class. Defendant has also taken into account the risks of further litigation in reaching its decision to
25 enter into this Settlement. Defendant has, therefore, agreed to settle in the manner and upon the terms
26 set forth in this Agreement to put to rest the Claims as set forth in the Action.

27 **E. DEFENDANT'S DENIAL OF WRONGDOING**

Defendant does not admit any wrongdoing and contends that they fully complied with the law at all times in all respects. Whether the Settlement is finally approved, neither this Settlement, nor any terms, document, statement, proceeding or conduct related to settlement, nor any reports or accounts thereof, shall in any event be (a) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose, including, but not limited to, evidence of a presumption, concession, indication, or admission by Defendant of any fault, wrongdoing, liability and/or unlawful activity whatsoever or any effort to certify a class or collective action; or (b) disclosed, referred to, or offered or received in evidence, in any further proceeding in this action, or any other civil, criminal or administrative action or proceeding, except for purposes of settling this Action or enforcing this Settlement, or as a defense to any claims released by the Settlement.

F. NAMED PLAINTIFF'S CLAIMS

Named Plaintiff has claimed and continues to claim that the Released Claims have merit and give rise to liability on the part of Defendant. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to herein and no action taken to carry out this Agreement may be construed or used as an admission by or against the Named Plaintiff or Class Counsel as to the merits or lack thereof of the Claims asserted.

III. STIPULATION AND AGREEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED, by and among the Named Plaintiff on behalf of the Class Members on the one hand, and Defendant on the other hand, and subject to the approval of the Court, that the Action is hereby being compromised and settled pursuant to the terms and conditions set forth in this Agreement, subject to the definitions and recitals set forth in Sections I and II, *supra*, which by this reference become an integral part of this Agreement, and subject to the following terms and conditions:

1. Full Investigation. Named Plaintiff and Class Counsel have fully investigated the factual and legal bases for the causes of action asserted in the Action.

2. Release As To All Participating Class Members. Upon the Effective Date and upon Defendant fully funding the Settlement, the Participating Class Members, including the Named

1 Plaintiff, release the Released Parties for the Released Claims for the Class Period.

2 3. General Release By Named Plaintiff Only. In addition to the releases made by the
3 Participating Class Members as set forth in Section I, Paragraphs 32 *supra*, Named Plaintiff, in
4 exchange for the Service Award as requested or as otherwise authorized by the Court, will, as of the
5 Effective Date, make the additional following General Release of all his/her Claims, known or
6 unknown, in exchange and consideration of the sum set forth in Section I, Paragraph 34, *supra*. As of
7 the Effective Date and upon Defendant fully funding the Settlement, Named Plaintiff only for
8 himself/herself agrees to the General Release of the Released Parties. Named Plaintiff as of the
9 Effective Date also agrees to release all wage and hour Claims, including, but not limited to, overtime
10 wages, expense reimbursement, meal and rest period sanctions, penalties under the Private Attorneys
11 General Act and all other Released Claims. Also, without limiting the generality of the foregoing:
12 NAMED PLAINTIFF ALSO SPECIFICALLY AGREES AND ACKNOWLEDGES WAIVER OF
13 ANY RIGHT TO RECOVERY ARISING OUT OF HER EMPLOYMENT WITH DEFENDANT
14 INCLUDING BUT NOT LIMITED TO STATE OR FEDERAL SEX, GENDER, CITIZENSHIP,
15 RACE, COLOR, NATIONAL ORIGIN, MARITAL STATUS, RELIGION, VETERAN STATUS,
16 DISABILITY, SEXUAL ORIENTATION, MEDICAL CONDITION OR OTHER ANTI
17 DISCRIMINATION LAWS, INCLUDING, WITHOUT LIMITATION, TITLE VII OF THE CIVIL
18 RIGHTS ACT OF 1964, THE AMERICANS WITH DISABILITIES ACT AND THE CALIFORNIA
19 FAIR EMPLOYMENT AND HOUSING ACT, OR BASED ON THE FAMILY AND MEDICAL
20 LEAVE ACT, THE EMPLOYEE RETIREMENT INCOME SECURITY ACT, THE WORKER
21 ADJUSTMENT AND RETRAINING ACT, THE FAIR LABOR STANDARDS ACT AND THE
22 CALIFORNIA LABOR CODE, ALL AS AMENDED, WHETHER SUCH CLAIM BE BASED UPON
23 AN ACTION FILED BY EMPLOYEES OR BY A GOVERNMENTAL AGENCY.

24 The General Release as to Named Plaintiff includes any unknown Claims that Named Plaintiff
25 does not know or suspect to exist in his favor at the time of the General Release, which, if known by
26 him, might have affected her settlement with, and release of, the Released Parties or might have
27 affected his decision not to object to this Settlement or the General Release.

1 With respect to his General Release, Named Plaintiff stipulates and agrees that, upon the
2 Effective Date, Named Plaintiff shall be deemed to have, and by operation of the Final Judgment shall
3 have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights
4 and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal
5 or state law, which provides:

6 A general release does not extend to claims which the creditor does not know or suspect
7 to exist in his or her favor at the time of executing the release, which if known by him or
8 her must have materially affected his or her settlement with the debtor.

9 Named Plaintiff may hereafter discover facts in addition to or different from those he or she
10 now knows or believes to be true with respect to the subject matter of the General Release, but Named
11 Plaintiff upon the Effective Date shall be deemed to have, and by operation of the Final Judgment shall
12 have, fully, finally, and forever settled and released any and all of the claims released pursuant to the
13 General Release whether known or unknown, suspected or unsuspected, contingent or non-contingent,
14 which now exist, or heretofore have existed upon any theory of law or equity now existing or coming
15 into existence in the future, including, but not limited to, conduct that is negligent, intentional, with or
16 without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or
17 existence of such different or additional facts.

18 4. Service Award. Subject to Court approval, and expressly in exchange for the release of
19 all Released Claims and for Named Plaintiff's time and effort in bringing and prosecuting this matter,
20 Named Plaintiff shall be paid a Service Award up to a total of Five Thousand Dollars (\$5,000), or such
21 other distribution or lower amount as the Court may order. The Service Award shall be paid from the
22 Gross Fund Value and shall not increase the Gross Fund Value. The Service Award shall be paid to the
23 Named Plaintiff by the Settlement Administrator no later than ten (10) business days after Defendant
24 delivers the Gross Fund Value to the Settlement Administrator for deposit into the Qualified Settlement
25 Fund. The Parties agree that a decision by the Court to award Named Plaintiff an amount less than the
26 amount stated above shall not be a basis for Class Counsel to void this Stipulation. The Settlement
27 Administrator shall issue Named Plaintiff an IRS Form 1099 for the Service Award. Any amount
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1 awarded for service payments to the Named Plaintiff less than the requested amounts will result in the
2 non-awarded funds to be awarded to Participating Class Members on a proportionate basis to the
3 amount of their Individual Settlement Payment. The Named Plaintiff shall be solely and legally
4 responsible to pay any and all applicable taxes on this payment. The Service Award shall be paid in
5 addition to the Named Plaintiff's share of the Settlement Amount as a Participating Class Member.

6 5. Tax Liability. Defendant makes no representations as to the tax treatment or legal effect
7 of the payments called for hereunder, and Named Plaintiff and Participating Class Members are not
8 relying on any statement or representation by Defendant in this regard. Named Plaintiff and
9 Participating Class Members understand and agree that except for Defendant's payment of the
10 employer's portion of any payroll taxes, they will be solely responsible for the payment of any taxes
11 and penalties assessed on the payments described herein.

12 6. CIRCULAR 230 DISCLAIMER. EACH PARTY TO THIS AGREEMENT (FOR
13 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO
14 THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY")
15 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO
16 WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR
17 THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL
18 ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE
19 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY
20 DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
21 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN,
22 INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN
23 CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT
24 BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR
25 ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
26 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER
27 PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
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1 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY
2 HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH
3 ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH
4 LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING
5 PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION,
6 INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

7 7. Creation Of The Qualified Settlement Fund And Administration Of The Settlement.

8 Within thirty (30) days after the Effective Date, Defendant shall deliver the Gross Fund Value
9 of Two Million Two Hundred Thousand Dollars (\$2,200,000) as required by this Stipulation into the
10 Qualified Settlement Fund created by the Settlement Administrator. Defendant shall also
11 simultaneously deliver to the Settlement Administrator, Defendant's (Employer) share of payroll taxes,
12 including but not limited to, FICA, FUTA and SDI contributions. In addition to the employer's portion
13 of payroll taxes, payments from the Qualified Settlement Fund shall be made (1) for the Service Award
14 to the Named Plaintiff, as specified in this Agreement and approved by the Court; (2) the Attorneys'
15 Fees and Cost Award to be paid to Class Counsel, as specified in this Agreement and approved by the
16 Court; (3) the Settlement Administration Costs; and (4) the amount allocated to PAGA penalties to be
17 paid to the California Labor Workforce and Development Agency. The balance remaining shall
18 constitute the Net Fund Value from which Individual Settlement Payments shall be made to
19 Participating Class Members, less applicable taxes and withholdings.

20 8. Attorneys' Fees And Cost Award. Defendant agrees not to oppose or impede any
21 application or motion by Class Counsel for attorneys' fees in the amount of Seven Hundred Thirty
22 Three Thousand Three Hundred Thirty Three Dollars and thirty three cents (\$733,333.33) which is
23 Thirty Three and One Third percent (33 1/3%) of the Gross Fund Value. Defendant further agrees not to
24 oppose any application or motion by Class Counsel for the reimbursement of any actual costs
25 associated with Class Counsel's prosecution of this matter not in excess of Twenty Thousand Dollars
26 (\$20,000). Class Counsel will provide verification of the cost amount that it is seeking to be
27 reimbursed. Any amount awarded for attorneys' fees and costs to Class Counsel less than Seven
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1 Hundred Thirty-Three Thousand Three Hundred Thirty Three Dollars and thirty three cents
2 (\$733,333.33) and Twenty Thousand Dollars (\$20,000), respectively, will result in the non-awarded
3 amounts to be awarded to Participating Class Members on a proportionate basis to the amount of their
4 Individual Settlement Payments. Class Counsel shall be paid any Court-approved fees and costs no later
5 than ten (10) business days after Defendant delivers the required funds to the Settlement Administrator
6 for deposit into the Qualified Settlement Fund. Class Counsel shall be solely and legally responsible to
7 pay all applicable taxes on the payment made to Class Counsel. Forms 1099 – MISC, Box 14 shall be
8 provided to Class Counsel for the payments made, and Class Counsel shall provide, before the Effective
9 Date, properly completed Forms W-9.

10 9. Settlement Administrator. The Settlement Administrator shall be paid for the costs of
11 administration of the Settlement out of the Gross Fund Value as deposited in the Qualified Settlement
12 Fund. The estimate of such costs of administration for the disbursement of the Gross Fund Value is no
13 more than Sixty Five Thousand Dollars (\$65,000). Any amount awarded for costs of administration to
14 Settlement Administrator, or such other entity upon whom the Parties mutually agree, less than Sixty
15 Five Thousand Dollars (\$65,000) will result in the non-awarded amount to be awarded to Participating
16 Class Members on a proportionate basis to the amount of their Individual Settlement Payments. This
17 estimate includes all tasks required of the Settlement Administrator by this Agreement including the
18 issuance of the Notice, the issuance of settlement checks, the required tax reporting on the settlement
19 amounts, including the issuing of W2 and 1099 forms (if any), the handling of Class Member questions
20 and disputes and the calculation of employee withholding taxes and the employer payroll taxes, which
21 will be remitted to the tax authorities by the Claims Administrator. At least sixteen (16) court days prior
22 to the Final Approval Hearing, the Settlement Administrator shall provide the Court and all counsel for
23 the Parties with a statement detailing the costs of administration of the Gross Fund Value and the
24 breakdown of the Gross Fund Value.

25 10. Preliminary Settlement Hearing/Alterations to this Agreement. As part of this
26 Settlement, the Parties agree to the following procedures for obtaining preliminary Court approval of
27 the Settlement:

1 a. Plaintiff shall file a Motion for Preliminary Approval no later than fourteen days after
2 the execution of this Agreement, and request a hearing before the Court to request preliminary approval
3 of the Settlement and to request the entry of the Preliminary Approval Order.

4 b. Simultaneous with and/or included in the filing of the Motion for Preliminary Approval,
5 and solely for purposes of this Settlement, Named Plaintiff will request the Court to enter the
6 Preliminary Approval Order, preliminarily approving the proposed Settlement, conditionally certifying
7 the Class, and setting a date for a Final Approval Hearing.

8 c. In conjunction with the Motion for Preliminary Approval, Named Plaintiff will submit
9 this Stipulation and Settlement of Class Action and PAGA Agreement, which sets forth the terms of
10 this Settlement Agreement, and will include proposed forms of all notices and other documents as
11 attached hereto necessary to implement the Settlement. The Order shall provide for Notice of the
12 Settlement to be sent to Class Members as specified herein.

13 d. In the event any provision of the Settlement is rejected by the Court, the Parties will
14 work in good faith to negotiate alteration of the rejected term. The parties agree to use the services of a
15 mediator if informal efforts to negotiate alteration have been exhausted.

16 e. If, following the Parties' good faith efforts and mediation, the Parties cannot agree on
17 alterations, or if ultimately the Court does not grant preliminary or final approval of the Settlement in
18 its entirety, or if the Court's final approval of the Settlement agreement is reversed or materially
19 modified on appellate review, then this Settlement will become null and void. In such case, the
20 Settlement shall not be used or be admissible in any subsequent proceedings, either in this Action, in
21 this Court, or in any other Court or forum.

22 11. Settlement Administration/Management. The Individual Settlement Payments shall be
23 managed and administered as follows:

24 a. Settlement administrator, Simpluris or such other entity upon whom the Parties mutually
25 agree, shall be retained to serve as Settlement Administrator. The Parties each represent they do not
26 have any financial interest in the Settlement Administrator or otherwise have a relationship with the
27 Settlement Administrator that could create a conflict of interest.

1 b. Defendant shall provide the Settlement Administrator the Class List and Data Report
2 within fourteen (14) days of the Preliminary Approval Date.

3 c. Within thirty (30) days of receipt of the Class List and Data Report, the Settlement
4 Administrator shall provide the Class Notice to each Class Member in accordance with Section III,
5 Paragraph 13, *infra*.

6 d. Participating Class Members will be eligible to receive an Individual Settlement
7 Payment, calculated in accordance with Section III, Paragraph 12, *infra*.

8 e. The Settlement Administrator shall provide Defendant's Counsel and Class Counsel a
9 weekly report showing the names and number of Class Members who have objected to or requested
10 exclusion from the Settlement (if any). Sixteen (16) court days prior to the Final Approval Hearing, the
11 Settlement Administrator shall provide Defendant's Counsel and Class Counsel a final report showing
12 the names and number of Class Members who have objected to or requested exclusion from the
13 Settlement.

14 f. The Parties agree to cooperate in the settlement administration process and to make all
15 reasonable efforts to control and minimize the costs and expenses incurred in administration of the
16 Settlement.

17 g. The Settlement Administrator shall be responsible for: printing and mailing the Notices
18 as directed by the Court; receiving and reporting the objections/requests for exclusion and challenges to
19 the Individual Settlement Payments submitted by Class Members; mailing Individual Settlement
20 Payments to Participating Settlement Class Members; mailing the payment to the Labor Workforce
21 Development Agency; and other tasks as the Parties mutually agree or the Court orders the Settlement
22 Administrator to perform (including the calculation and remittance of employer taxes which will be
23 paid by Defendant in addition to Gross Fund Value. The Settlement Administrator shall keep
24 Defendant, Defendant's Counsel and Class Counsel timely apprised of the performance of all
25 Settlement Administrator responsibilities.

26 h. The Settlement Administrator, on Defendant's behalf, shall have the authority and
27 obligation to make payments, credits and disbursements, including payments and credits in the manner
28

set forth herein to Participating Class Members, calculated in accordance with the methodology set out in this Agreement and orders of the Court.

i. Any tax return filing required by this Agreement shall be made by the Settlement Administrator. Any expenses incurred in connection with such filing shall be a cost of administration of the Settlement.

j. No person shall have any claim against Defendant or Defendant's Counsel, the Named Plaintiff, Class Members, the Class, Class Counsel or the Settlement Administrator based on distributions and payments made in accordance with this Agreement.

k. The Claims Administrator will provide to Defendant, as soon as practicable, but no later than 60 days after Preliminary Approval is granted, a fully-executed IRS W-9 form and a completed Supplier Profile and ACH Enrollment Form which Defendant requires to process and issue any payment.

12. Calculation Of Individual Settlement Payments. The Individual Settlement Payments will be calculated as follows:

a. The Settlement Administrator will be provided each Class Members' Total Workweeks as defined in Section I, Paragraph 38, supra, based on the Class List and Data Report, which shall be presumed to be correct. A Class Member's workweek is defined as any full calendar week during the Class Period in which a Class Member was employed by or performed work for Defendant. If a Class Member disagrees with his or her Total Workweeks, which shall be set forth in the Notice he or she may challenge the Total Workweeks in the manner set forth in Section III, Paragraph 14(c), infra.

b. The Settlement Administrator will calculate the Aggregate Workweek Number by adding the sum of all of the Participating Class Members' Total Workweeks.

c. The Settlement Administrator will divide the Net Fund Value by the Aggregate Workweek Number to calculate the weekly settlement amount.

d. The Settlement Administrator will calculate each Class Members' Individual Settlement Award by multiplying his or her Total Workweeks times the Weekly Settlement Amount.

f. Each Participating Class Member's Individual Settlement Payment will be allocated as follows: (a) 10% as wages; and (b) 45% as interest and (c) 45% penalties. The portion allocated to wages

1 (“Wage Component”) shall be reported on an IRS Form W-2 and the portions allocated to interest and
2 penalties (the “Non-Wage Component”) shall be reported on an IRS Form-1099 by the Claims
3 Administrator.

4 g. The employee’s portion of employment taxes, including payroll deductions for state and
5 federal withholding taxes, and any other applicable payroll deductions, shall be made from each
6 Participating Class Members Wage Component, resulting in a “Net Wage Component.” The Claims
7 Administrator will issue a W-2 for the Wage Component.

8 i. No withholding shall be made on the Non-Wage Component of the settlement. The
9 Claims Administrator will issue an IRS Form 1099 for the Non-Wage Component.

10 ii. The Net Wage Component shall be added to the Non-Wage Component, resulting in each
11 Participating Class Members Individual Settlement Payment.

12 h. The Settlement Administrator, on Defendant’s and Class Counsel’s collective behalf, shall
13 have the authority and obligation to make payments, credits and disbursements, including payments and
14 credits in the manner set forth herein, to Class Members calculated in accordance with the methodology
15 set out in this Agreement and orders of the Court. The Settlement Administrator shall be responsible for
16 calculating and withholding all required state and federal taxes.

17 i. No person shall have any claim against Defendant, Defendant’s Counsel, the Named
18 Plaintiffs, Plaintiffs, the Class, Class Counsel, or the Settlement Administrator based on any errors or
19 omissions in the distributions and payments that are required to be made in accordance with the terms of
20 this Agreement.

21 13. Notice To Class Members. Notice of the Settlement shall be provided to all Class
22 Members using the following procedures:

23 a. For each Class Member that was employed directly by Defendant ARMORCAST
24 PRODUCTS COMPANY, LLC: Notice By First-Class Mail. Within thirty (30) days after receipt of
25 the Class List and Data Report, the Settlement Administrator shall mail the Class Notice, which has
26 been mutually approved by counsel for the Parties, to the Class Members via first-class regular U.S.
27 Mail. The Class Notice is substantially in the form annexed hereto as Exhibit 1. Prior to mailing, the
28 Settlement Administrator will perform a search based on the National Change of Address Database

1 information to update and correct for any known or identifiable address changes. If a new address is
2 obtained by a way of a returned Class Notice, then the Settlement Administrator shall promptly forward
3 the original Class Notice to the updated address via first-class regular U.S. mail indicating on the
4 original Class Notice the date of such re-mailing.

5 b. For each Class Member that performed work for Defendant ARMORCAST PRODUCTS
6 COMPANY, LLC pursuant to a temporary staffing agreement: Within thirty (30) days after receipt of
7 the Class List and Data Report the Settlement Administrator shall mail the Class Notice, which has
8 been mutually approved by counsel for the Parties, to the Class Members via first-class regular U.S.
9 Mail. The Class Notice is substantially in the form annexed hereto as Exhibit 1. In addition to the these
10 Class Members the Claims Administrator shall also mail the Request to Update Info (substantially in
11 the form annexed hereto as Exhibit 2) via first-class regular U.S. Mail. Prior to mailing, the Settlement
12 Administrator will perform a search based on the National Change of Address Database information to
13 update and correct for any known or identifiable address changes. If a new address is obtained by a way
14 of a returned Class Notice, then the Settlement Administrator shall promptly forward the original Class
15 Notice to the updated address via first-class regular U.S. mail indicating on the original Class Notice
16 the date of such re-mailing. Also, prior to mailing the Settlement Administrator will conduct skip
17 tracing, deduplication, and data hygiene to produce a list of current addresses and SSNs if available.
18 Settlement Administrator shall follow industry best practices and submit the produced list to data
19 hygiene including confirmatory reverse searches, deduplication, geographic limitations, and
20 comparison against the Nation Change of Address (“NCOA”) database. The manually produced list
21 shall then be subjected to data hygiene review to produce the most accurate list possible, as per best
22 practices when tax reporting is involved. This will include, as necessary, automated reverse searches to
23 confirm correlation between names, addresses, and, where possible, SSNs; deduplication; and
24 confirmation that the addresses are within 180 miles of Defendants’ facilities in Los Angeles county.

25 c. No Requirement for a Claim Form. Class Members shall not be required to submit a Claim
26 Form to receive an Individual Settlement Payment.

27 d. Objection/Exclusion Deadline Date and Deadline to Challenge Total Workweeks: Class
28

Members will have forty five (45) calendar days from the mailing of the Class Notice to submit an objection and/or request for exclusion from the Settlement, or challenge the Total Workweeks indicated on their Class Notice.

d. Procedure For Undeliverable Notices. Any Class Notices returned to the Settlement Administrator as non-delivered on or before the Objection/Exclusion Deadline Date shall be sent to the forwarding address affixed thereto within five (5) business days. If no forwarding address is provided, then the Settlement Administrator shall promptly attempt to determine a correct address using a single skip-trace, computer or other search using the name and address of the individual involved, and shall then perform a single re-mailing within five (5) business days. In the event the procedures in this paragraph are followed and the intended recipient of a Notice still does not receive the Notice, the Class Member shall be bound by all terms of the Settlement and any Final Judgment entered by the Court if the Settlement is approved by the Court.

e. No later than sixteen (16) court days prior to the Final Approval Hearing, the Settlement Administrator shall provide Defendant's Counsel and Class Counsel: (i) the names and contact information of the Class Members objecting to or requesting exclusion from the Settlement; and (ii) the amount owed to each Participating Class Member.

14. Procedure For Objecting To or Requesting Exclusion From The Class Action Settlement, or Challenging Total Workweeks. The Class Members shall submit objections to the Settlement and/or request exclusion from the Settlement and/or submit a challenge to their Total Workweeks using the following procedures:

a. Procedure For Objecting. The Class Notice shall provide that those Class Members who wish to object to the Settlement shall mail a written statement of objection ("Notice of Objection") to the Settlement Administrator, no later than the Objection/Exclusion Deadline Date. The postmark date of the mailing shall be deemed the exclusive means for determining if a Notice of Objection is timely. The Notice of Objection must contain the Class Member's name, the last four digits of his/her social security number, dates of employment, current contact information, a statement providing the basis for the Class Member's objections, a statement advising if the objecting Class Member plans to address

1 the Court at the Settlement Fairness Hearing, and any legal briefs, papers or memoranda
2 the objecting Class Member proposes to submit to the Court. Class Members regardless of
3 whether or not they submit a written objection to the Claims Administrator will have the
4 right to appear at the Final Approval Hearing in order to have their objections heard by the
5 Court. No later than sixteen (16) court days before the Settlement Fairness Hearing, the
6 Claims Administrator shall provide counsel for the Parties with complete copies of all
7 objections received, including the postmark dates for each objection. Class Counsel and
8 Counsel for Defendant shall file any responses to any written objections submitted to the
9 Court in accordance with this Settlement Agreement at least five (5) days before the
10 Fairness Settlement Hearing.

- 11 b. Procedure For Requesting Exclusion. The Notice shall provide that Class Members who
12 wish to exclude themselves from the Class must submit a written request to be excluded
13 (“Request for Exclusion”) from the Class on or before the Objection/Exclusion Deadline
14 Date. Such Request for Exclusion: (1) must contain the name, address, telephone number
15 and the last four digits of the Social Security number of the person requesting exclusion;
16 (2) must be signed by the person requesting exclusion; (3) must be returned by mail to the
17 Settlement Administrator at the specified address; (4) and must be postmarked on or before
18 the Objection/Exclusion Deadline Date. The date of the postmark on the return mailing
19 envelope shall be the exclusive means used to determine whether a request for exclusion
20 has been timely submitted. Any Class Member who requests an exclusion from the Class
21 will not be entitled to any recovery under the Settlement and will not be bound by the
22 Settlement or have any right to object, appeal or comment thereon. Class Members who
23 fail to submit valid and timely a Request for Exclusion on or before the
24 Objection/Exclusion Deadline Date shall be Participating Class Members and shall be
25 bound by all terms of the Settlement and any Final Judgment entered in this Class Action
26 if the Settlement is approved by the Superior Court. No later than sixteen (16) court days
27 before the Settlement Fairness Hearing, the Settlement Administrator shall provide counsel
28 for the Parties with a complete list of all members of the Settlement Class who have timely
requested exclusion from the Settlement. At no time shall any of the Parties or their

counsel seek to solicit or otherwise encourage members of the Settlement Class to submit a Request for Exclusion from the Settlement.

c. Procedure for Contesting Individual Settlement Payment: Each Class Members will have the opportunity, should he/she disagrees with Defendant's records regarding his/her Total Workweeks as presented in his/her Class Notice, to provide documentation to show contrary employment dates. To do so, Class Members must contact the Settlement Administrator, along with all applicable documentary evidence to support his/her dispute regarding his/her Total Workweeks prior to the Objection/Exclusion Deadline. Moreover, an individual can only dispute his/her number of Total Workweeks if he/she does not exclude himself/herself from the Settlement. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether a workweek adjustment is warranted. Class Counsel and Defendant's Counsel shall meet and confer in an attempt to reach an agreement regarding whether a workweek adjustment is warranted based on the documentary evidence submitted by the Class Member to challenge his/her Total Workweeks. If they cannot agree, the Settlement Administrator shall make the final determination of whether or not a workweek adjustment is warranted and that determination shall be conclusive, final and binding on all Parties, including all Class Members. In the event that a workweek adjustment is warranted, the additional amount owed to said Class Member, if any, shall be paid as part of that Participating Class Member's Individual Settlement Payment and no adjustment will result in an increase to the Gross Fund Value.

d. No Solicitation Of Settlement Objections. The Parties agree to use their best efforts to carry out the terms of this Settlement. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement or appeal from the Order and Final Judgment.

15. Procedure For Payment Of Individual Settlement Payments:

a. Except for Excluded Class Members, all Participating Class Members will receive an Individual Settlement Payment.

b. Individual Settlement Payments for Class Members shall be paid exclusively from the Qualified

1 Settlement Fund, pursuant to the settlement formula set forth herein, and shall be mailed within ten (10)
2 business days after Defendant delivers the required funds to the Settlement Administrator for deposit into
3 the Qualified Settlement Fund.

4 c. Should any question arise regarding the determination of eligibility for, or the amounts of, any
5 Individual Settlement Payment under the terms of this Agreement, Class Counsel and Defendant's
6 Counsel shall meet and confer in an attempt to reach agreement. If they cannot agree, the Settlement
7 Administrator shall make the final determination, and that determination shall be conclusive, final and
8 binding on all Parties, including all Class Members.

9 d. Any checks issued by the Settlement Administrator to Participating Class Members shall be negotiable
10 for one hundred and eighty (180) calendar days. Those funds represented by Settlement checks returned
11 as undeliverable and those Settlement checks remaining uncashed for more than 180 days after issuance
12 (collectively, "Uncashed Settlement Checks") shall be distributed to the Controller of the State of
13 California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure Section
14 1500 et seq. for the benefits of those Settlement Class Members who did not cash their checks until such
15 time they claim their property. The parties agree that this disposition results in no "unpaid residue" under
16 California Civil Procedure Code Section 384, as the entire Net Fund Value (NFV) will be paid out to
17 Settlement Class Members, whether or not they all cash their settlement checks.

18 e. Although Participating Class Members who do not timely cash their Individual Settlement Payments
19 shall not immediately receive the monies from those checks, such persons shall nonetheless be
20 Participating Class Members and will be bound by all terms of the Settlement and any Final Judgment
21 entered in this Class Action if the Settlement is approved by the Superior Court, including the release of
22 the Released Claims, unless they timely file a valid request for exclusion as set forth herein.

23 16. Class Size Differential. It is represented by Defendant that there are 5881 Class Members
24 during the Class Period. If the number of Class Members increases by more than ten percent (10 %) of
25 the number set forth herein, then the Gross Fund Value shall increase in the exact proportionate amount
26 as any increase in the number of Class Members beyond the ten percent (10%) increase (e.g. If there is
27 an increase of 12% in number of Class Members then there will be a 2% proportionate increase in the
28 Gross Fund Value.)

17. Claims Deemed Waived. Any Class Member who does not request exclusion as set forth

above is deemed to be a Participating Class Member and thereby is deemed to have released the Released Claims against Released Parties as set forth herein, regardless of whether or not they timely cash their Individual Settlement Payment.

18. Certification By Settlement Administrator. Upon completion of administration of the distributions, the Settlement Administrator shall provide written certification of such completion to the Court and counsel for all Parties.

19. Final Approval Hearing And Entry Of Final Judgment. Upon expiration of the Objection/Exclusion Deadline Date, with the Court's permission, a Final Fairness Hearing shall be conducted to determine final approval of the Settlement along with the amount properly payable for (i) the Attorneys' Fees and Cost Award, (ii) any Service Awards, and (iii) Settlement Administration Costs. The Final Fairness Hearing shall not be held earlier than twenty five (25) calendar days from Objection/Exclusion Deadline Date. Upon final approval of the Settlement by the Court, Class Counsel shall prepare and the Parties shall present the Final Approval Order and Judgment, in a form agreed to in advance by the Parties, for the Court's approval. After entry of the Final Approval Order and Judgment, the Court shall have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement; (ii) Settlement administration matters; and (iii) such post-Final Judgment matters as may be appropriate under court rules or as set forth in this Agreement.

20. Defendant shall discharge its obligations to the Class Members through the remittance of the Settlement Award to the Class Members by the Settlement Administrator as set forth hereinabove, regardless of whether checks representing individual settlement sums are actually received and/or negotiated by Participating Class Members. Once Defendant has complied with the obligations set forth in this Joint Stipulation and Settlement of Class Action Claims, it will be deemed to have satisfied all terms and conditions under this Settlement Agreement, and shall have no further obligations under the terms of the Settlement Agreement regardless of what occurs with respect to those sums.

21. Nullification Of Settlement Agreement. In the event: (i) the Court does not finally approve the Settlement as provided herein; or (ii) the Court does not enter a Final Approval Order as provided herein, which becomes final as a result of the occurrence of the Effective Date, this Settlement Agreement shall be null and void and any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void from the beginning. In such a case, the Parties and any funds to be awarded under

1 this Settlement shall be returned to their respective statuses as of the date and time immediately prior to
2 the execution of this Agreement, and the Parties shall proceed in all respects as if this Settlement
3 Agreement had not been executed. In the event an appeal is filed from the Court's Final Judgment, or
4 any other appellate review is sought prior to the Effective Date, administration of the Settlement shall be
5 stayed pending final resolution of the appeal or other appellate review, as well as any fees incurred by
6 the Settlement Administrator prior to it being notified of the filing of an appeal from the Court's Final
7 Judgment, or any other appellate review.

8 22. No Effect On Employee Benefits. Neither the Individual Settlement Payments nor the Service
9 Award to Named Plaintiff shall be deemed to be pensionable earning and shall not have any effect on the
10 eligibility for, or calculation of, any of the employee benefits (e.g., vacations, holiday pay, retirement
11 plans, etc.) of the respective Named Plaintiff or Participating Class Members. The Parties agree that any
12 Individual Settlement Payments to Participating Class Members under the terms of this Agreement do
13 not represent any modification of the Participating Class Members' previously credited hours of service
14 or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan
15 sponsored by Defendant. Further, any Individual Settlement Payment, or Service Award hereunder shall
16 not be considered "compensation" in any year for purposes of determining eligibility for, or benefit
17 accrual within, an employee pension benefit plan or employee welfare benefit plan sponsored by
18 Defendant. Neither Defendant nor Named Plaintiff are opining on the terms of any such Plan, each of
19 which speaks for itself.

20 23. Dispute Resolution. Except as otherwise set forth herein, all disputes concerning the
21 interpretation, calculation or payment of settlement claims, or other disputes regarding compliance with
22 this Agreement shall be resolved as follows:

- 23 a. If the Named Plaintiff or Class Counsel, on behalf of the Named Plaintiff or any Class
24 Member, or the Defendant at any time believes that the other Party has breached or acted
25 contrary to the Agreement, that Party shall notify the other Party in writing of the alleged
26 violation.
- 27 b. Upon receiving notice of the alleged violation or dispute, the responding Party shall have
28 ten (10) calendar days to correct the alleged violation and/or respond to the initiating Party
with the reasons why the Party disputes all or part of the allegation.

c. If the response does not address the alleged violation to the initiating Party's satisfaction, the Parties shall negotiate in good faith for up to ten (10) calendar days to resolve their differences.

d. If Class Counsel and Defense counsel are unable to resolve their respective parties' differences after twenty (20) calendar days referenced in Section III, Paragraph 23(a)-(c), supra, either Party may elect to file (1) an appropriate Code of Civil Procedure section 664.6 motion for enforcement with the Court, or (2) take any other legal action to enforce this Settlement Agreement.

e. In the event that the Court does not agree to adopt the above dispute resolution procedure as part of its Order granting final approval to the Settlement, then the above provisions for Dispute Resolution (Section III, paragraph 23(a)-(d)) are null and void, the remainder of the settlement is unaffected, and the parties shall remain free to submit disputes and/or motions for enforcement of the settlement via appropriate noticed motion or ex parte application as though Section III, paragraph 23 was not included herein.

24. No Retaliation. Defendant shall not take any adverse action against any Class Member because of the existence of, and/or participation in, the Settlement, or because they choose to benefit from the Settlement or to object to the Settlement. Defendant shall not take action to discourage Class Members from participating in the Settlement.

25. Exhibits And Headings. The terms of this Agreement include the terms set forth in any attached Exhibit 1 which is incorporated by this reference as though fully set forth herein. Any exhibits to this Agreement are an integral part of the Settlement. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

26. Interim Stay Of Proceedings. The Parties agree to hold all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement, in abeyance pending the Settlement Hearing to be conducted by the Court.

27. Amendment Or Modification. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

28. Entire Agreement. This Agreement and any attached exhibits constitute the entire

1 agreement among these Parties, and no oral or written representations, warranties or inducements have
2 been made to any Party concerning this Agreement or its exhibits other than the representations,
3 warranties and covenants contained and memorialized in such documents. Defendant shall not be required
4 as part of the Settlement to modify or eliminate any of its personnel, compensation or payroll practices,
5 or adopt any new personnel, compensation or payroll practices.

6 29. Authorization To Enter Into Settlement Agreement. Counsel for all Parties warrant and
7 represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement
8 and to take all appropriate action required or permitted to be taken by such Parties pursuant to this
9 Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of
10 this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to
11 effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the
12 form or content of any document needed to implement the Settlement, or on any supplemental provisions
13 that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance
14 of the Court to resolve such disagreement. The persons signing this Agreement on behalf of Defendant
15 represents and warrants that they are authorized to sign this Agreement on behalf of Defendant.

16 30. Binding On Successors And Assigns. This Agreement shall be binding upon, and inure
17 to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

18 31. California Law Governs. All terms of this Agreement and the exhibits hereto shall be
19 governed by and interpreted according to the laws of the State of California.

20 32. No Public Disclosure prior to Preliminary Approval: Named Plaintiff, Defendant, and Class
21 Counsel will not make any public disclosure of the Settlement until after the filing of the Application for
22 Preliminary Approval of the Settlement. Named Plaintiff, Defendant, and Class Counsel represent that
23 they have not made any such disclosure. The foregoing shall not preclude Named Plaintiff or Class
24 Counsel from advising Class Members regarding this Settlement. This section does not preclude Class
25 Counsel or Named Plaintiff from performing their duties as Class Counsel and/or Class Representative.
26 This section does not preclude the posting of the Order and Judgment of Final Approval on the Settlement
27 Administrator's website. Notwithstanding the foregoing, the Parties agree that Defendant may make such
28 disclosures that in Defendant's judgment are required in the ordinary course of business, except that
29 Defendant and its counsel shall not encourage Class Members to opt out. Thereafter, Class Counsel and

1 Named Plaintiff agree not to publicize the terms of this Settlement with the media or others, including
2 but not limited to, any newspaper, journal, magazine, website, and/or on-line reporter of settlements.
3 Class Counsel may also include references to this Settlement in their curriculum vitae, for purposes of
4 presentations in court filings only.

5 33. Counterparts. This Agreement may be executed in one or more counterparts. All executed
6 counterparts and each of them shall be deemed to be one and the same instrument provided that counsel
7 for the Parties to this Agreement shall exchange among themselves original signed counterparts.

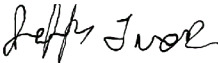
8 34. This Settlement Is Fair, Adequate And Reasonable. The Parties believe this Settlement is
9 a fair, adequate and reasonable settlement of this Action and have arrived at this Settlement after extensive
10 arms-length negotiations, taking into account all relevant factors, present and potential.

11 35. Jurisdiction Of The Court. The Court shall retain jurisdiction, pursuant to Code of Civil
12 Procedure Section 664.6 or otherwise, with respect to the interpretation, implementation and enforcement
13 of the terms of this Agreement and all orders and judgments entered in connection therewith, and the
14 Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting,
15 implementing and enforcing the settlement embodied in this Agreement and all orders and judgments
16 entered in connection therewith.

17 36. Cooperation And Drafting. Each of the Parties has cooperated in the drafting and
18 preparation of this Agreement. Hence, in any construction made to this Agreement, the same shall not be
19 construed against any of the Parties.

20 37. Invalidity Of Any Provision. Before declaring any provision of this Agreement invalid,
21 the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with
22 applicable precedents so as to define all provisions of this Agreement valid and enforceable.

23 Dated: 4/18/2022

24 P] 

25 Jeffrey Tucker
26 Represented By:
27
28

KOKOZIAN LAW FIRM, APC

Dated: 4/18/22

By: 

Bruce Kokozyan, Esq.
Attorney for Plaintiff

DEI

DocuSigned by:

10RCAST PRODUCTS COMPANY

Scott Martz

By: 406FF2AAC7774D3...

Dated: 6/15/2022

Their: VP & GM

Represented by :

MICHELMAN AND ROBINSON, LLP

By: 

Mona Z. Hanna, Esq.
Attorneys for Defendant

Dated: 6/15/2022