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Attorneys for Defendant
VOTAW PRECISION TECHNOLOGIES, INC.

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

ESTEBAN GUARDADO, individually and
on behalf of others similarly situated, and as
an Aggrieved Employee and Private Attorney
General,

Plaintiff,
vs.

VOTAW PRECISION TECHNOLOGIES,
INC., an Iowa corporation; DOERFER
CORPORATION, an Iowa corporation;
TBGA LLC, a Delaware Limited liability
company; BURTEK HOLDINGS, INC., a
corporation; BURTEK ENTERPRISES INC.,
a Delaware Corporation; STEVE LAMB, an
individual; ROBERT ALAN GREGORY
RANKIN, an individual; JEFF DANIEL, an
individual; WYNNCHURCH CAPITAL
PARTNERS; WYNNCHURCH CAPITAL,
L.P., a Delaware limited partnership;
WYNNCHURCH CAPITAL, LLC, a

Case No.: 20STCV11958

*Assigned for all purposes to: Hon. Stuart M.
Rice , Dept. SSC1*

**JOINT STIPULATION OF CLASS
ACTION AND PAGA SETTLEMENT**

Complaint Filed: May 25, 2020
Trial: None Set

Delaware limited liability company; and
DOES 10 through 50, inclusive,

Defendants.

1 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

2 This Joint Stipulation of Class Action and PAGA Settlement is entered into by and
3 between Plaintiff Esteban Guardado (“Plaintiff”) individually and on behalf of the Settlement
4 Class and Defendants Votaw Precision Technologies, Inc., Doerfer Corporation, TBGA LLC,
5 Burtek Holdings, Inc., Burtek Enterprises, Inc., Jeff Daniel, Steve Lamb, Wynnchurch Capital
6 Partners, Wynnchurch Capital, L.P., and Wynnchurch Capital, LLC.

7 **DEFINITIONS**

8 1. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Class
9 Action and PAGA Settlement.

10 2. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against
11 Defendants and all causes of action, claims, and allegations in the operative Amended Class
12 Action and Representative Action Complaint filed in *Guardado v. Votaw Precision Technologies,*
13 *Inc. et al.*, Case No. 20STCV11958, pending before the Los Angeles County Superior Court.

14 3. “Class Counsel” means Protection Law Group, LLP.

15 4. “Class Counsel’s Fees and Costs” means attorneys’ fees for Class Counsel’s
16 litigation and resolution of this Action and their expenses and costs incurred in connection with
17 the Action, which shall be paid from the Gross Settlement Amount. Class Counsel will request
18 attorneys’ fees not to exceed Thirty-Five percent (35%) of the Gross Settlement Amount
19 (\$612,500.00) and the reimbursement of any costs and expenses associated with Class Counsel’s
20 litigation and settlement of the Action, not to exceed Twenty-Five Thousand Dollars
21 (\$25,000.00), subject to the Court’s approval, allocated to Class Counsel for reimbursement of
22 reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
23 Defendants have agreed not to oppose Class Counsel’s request for fees and reimbursement of
24 costs and expenses in the amounts set forth above.

25 5. “Class List” means a complete list of all Class Members that Defendant will
26 diligently and in good faith compile from its records and provide to the Settlement Administrator
27 within fourteen (14) calendar days after Preliminary Approval of this Settlement. The Class List
28

will be formatted in a readable Microsoft Office Excel spreadsheet containing the following information for each Class Member: (1) full name; (2) last known home address; (3) last known telephone number; (4) social security number; (5) start and end dates of active employment as a non-exempt employee of Defendant in the State of California; (6) total Workweeks during the Class Period; and (7) total Workweeks during the PAGA Period and (8) Defendants will work in good faith with the Settlement Administrator to provide any additional information needed to effectuate the settlement.

6. “Class Members” or “Class” means all current and former employees directly employed by Votaw in California in a non-exempt position at any time during the Class Period. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement. For the avoidance of doubt, “Class Members” or “Class” only includes individuals directly employed by Votaw and does not include individual employees directly employed by an entity or individual other than Votaw.

7. “Class Notice” means the Notice of Proposed Class Action Settlement in a form substantially similar to the form without material variation attached hereto as **Exhibit A**, in both English and Spanish, that will be mailed to Class Members’ last known addresses and which will provide Class Members with information regarding the Action and information regarding the settlement of the Action. “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.

8. “Class Period” means the period between March 25, 2016 and May 15, 2022.

9. “Class Representative” means Plaintiff Esteban Guardado in his capacity as representative of the Participating Class Members.

10. “Class Representative Enhancement Award” means the amount that the Court authorizes to be paid to Plaintiff Esteban Guardado, in addition to his Individual Settlement Payment, which is in recognition of the efforts and risks he has taken in assisting with the

1 prosecution of the Action and is also in exchange for the General Release of his claims as provided
2 herein.

3 11. "Court" means the Superior Court of the State of California for the County of Los
4 Angeles, or other court or courts that will approve the Action, whether individually or together.

5 12. "Defendants" means named defendants Votaw Precision Technologies, Inc.,
6 Doerfer Corporation, TBGA LLC, Burtek Holdings, Inc., Burtek Enterprises, Inc., Steve Lamb,
7 Jeff Daniel, Wynnchurch Capital Partners, Wynnchurch Capital, L.P., and Wynnchurch Capital,
8 LLC. "Votaw" means named defendant Votaw Precision Technologies, Inc. and the predecessor
9 company of the same name.

10 13. "Effective Date" means the later of the following: (a) if no timely objections are
11 filed or if all objections are withdrawn and no motion for intervention is filed, and Plaintiff
12 confirms in writing 30 days after final approval that no appeal of attorneys' fees or costs will be
13 filed, the date upon which the time to file a motion to vacate of the Court's order of Final Approval
14 has expired, but no later than thirty (30) days after entry of the order of Final Approval; (b) if an
15 objection and/or motion for intervention is filed and not withdrawn the date on which the deadline
16 for filing an appeal expires and no such appeal being filed; (c) if any timely motions to vacate
17 and/or appeals are filed, the date of the final resolution (or withdrawal) of any such motion to
18 vacate and/or appeal, including expiration of all deadlines to exhaust appellate remedies, and final
19 orders are entered in a way that does not alter the terms of the Settlement.

20 14. "Final Approval" means the Court entering an order granting final approval of
21 the Settlement Agreement.

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

24 16. "Final Judgment" means the Judgment Entered by the Court upon Granting
25 Final Approval of the Settlement.

26 17. "Gross Settlement Amount" means the sum of One Million Seven Hundred Fifty
27 Thousand Dollars (\$1,750,000.00). The Gross Settlement is inclusive of all payments to Class
28 Members, Class Counsel Fees and Costs, the Class Representative Enhancement Award, the

1 Settlement Administrator Costs, and the PAGA Payment. Subject to a potential increase in the
2 number of workweeks, as set forth below in paragraph 40, plus the employer-side payroll taxes,
3 the Gross Settlement Amount is the maximum amount Votaw will pay under this Settlement
4 Agreement. The Gross Settlement Amount is non-reversionary; no portion of the Gross
5 Settlement Amount will return to Votaw . unless the Settlement is not approved, is voided or
6 does not become effective for any reason, in which case any amounts paid shall be returned to
7 Votaw.

8 18. “Individual Settlement Payment” means the pro rata amount payable from the Net
9 Settlement Amount to each Participating Class Member and any payment a PAGA Member is
10 eligible to receive from the employee portion of the PAGA Payment. Individual Settlement
11 Payments shall be paid by settlement check(s) made payable to Participating Class Members
12 and/or PAGA Members. “Individual Class Payment” means the Participating Class Member’s
13 pro rata share of the Net Settlement Amount calculated according to the number of Workweeks
14 worked during the Class Period. “Individual PAGA Payment” means the PAGA Members’s pro
15 rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks
16 worked during the PAGA Period.

17 19. “Net Settlement Amount” means the funds available for payments to the
18 Settlement Class, which shall be the amount remaining after the following amounts are deducted
19 from the Gross Settlement Amount: (1) Class Counsel’s fees, (2) Class Counsel’s costs, (3)
20 Settlement Administration Costs, (4) Class Representative Enhancement Award to Plaintiff, and
21 (5) PAGA Payment to the California Labor and Workforce Development Agency (“LWDA”) and
22 PAGA Members.

23 20. “PAGA” means the California Labor Code Private Attorneys General Act of 2004
24 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”).

25 21. “PAGA Payment” means the amount that the Parties have agreed to allocate in
26 order to settle claims arising under PAGA. The Parties have agreed that Forty Thousand Dollars
27 (\$40,000.00) of the Gross Settlement Amount will be allocated to the resolution of the PAGA
28 claims. Seventy-five percent (75%) of the PAGA Payment (i.e., \$30,000.00) will be paid to the

1 LWDA in accordance with Labor Code §§ 2698 *et seq.* The remaining twenty-five percent (25%)
2 of the PAGA Payment (i.e., \$10,000.00), will be distributed to PAGA Members. PAGA Members
3 will receive payment from the employee portion of the PAGA Payment regardless of their
4 decision to participate in the Settlement if the PAGA Payment is approved by the Court.

5 22. “PAGA Period” means the period from March 12, 2019, through May 15, 2022.

6 23. “PAGA Members” means all current and former employees directly employed by
7 Votaw in California in a non-exempt position at any time during the PAGA Period.

8 24. “Parties” means Plaintiff and Defendants, collectively, and “Party” shall mean
9 either Plaintiff or Defendants, individually.

10 25. “Participating Class Members” means all Class Members who do not submit a
11 valid and timely Request for Exclusion.

12 26. “Plaintiff” means Esteban Guardado.

13 27. “Preliminary Approval” means the Court order granting preliminary approval of
14 the Settlement Agreement.

15 28. “Objection” means a Class Member’s valid and timely written objection to the
16 Settlement Agreement. For an Objection to be valid, it must include: (a) the objector’s full name,
17 address, telephone number, last four digits of the employee’s Social Security number or employee
18 ID number and (b) a written statement of all grounds for the objection accompanied by legal
19 support, if any, for such objection.

20 29. “Released Class Claims” means any and all claims, causes of action, damages,
21 wages, benefits, expenses, penalties, debts, liabilities, demands, obligations, attorneys’ fees,
22 costs, and any other form of relief or remedy in law, equity, or whatever kind of nature, arising
23 from the claims pled in the Action and any claims based on facts alleged in the operative
24 complaint, including, all claims for unpaid overtime, meal period violations, rest break violations,
25 unpaid minimum wage, unpaid vacation time, failure to pay all wages during and at termination
26 of employment, failure to provide complete and accurate wage statements, failure to maintain
27 complete and accurate records, failure to reimburse necessary business-related expenses and
28 costs, and unlawful business practices under the California Labor Code and/or the California

1 Business and Professions Code, including all claims for restitution or equitable relief, damages,
2 compensatory damages, liquidated damages, interest, statutory penalties of any nature
3 whatsoever, attorneys' fees and costs, asserted or that might have been asserted by any Class
4 Member against the Released Parties based on the facts or claims alleged in the Action during the
5 Class Period. "Released Class Claims" also includes claims meeting the above definition(s) under
6 any and all applicable statutes, including without limitation California Code of Civil Procedure
7 section 382, California Labor Code §§ 201, 202, 203, 218, 226, 226.7, 227.3, 510, 512, 558, 1174,
8 1194, 1194.2, 1197, 1198, 2800, and 2802; the California Unfair Competition Act, and in
9 particular, California Business and Professions Code §§ 17200 *et seq.*

10 30. "Released PAGA Claims" means all claims under PAGA, for civil penalties based
11 on the facts alleged in this Action or which could have been alleged based on those facts, including
12 civil penalties under PAGA for violations of the provisions of the applicable IWC Wage Orders
13 and the Labor Code, including without limitation, California Labor Code §§ 201, 202, 203, 204,
14 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198,
15 1199, 2698, 2699 *et seq.*, 2800, and 2802.

16 31. "Released Parties" means Defendants Votaw Precision Technologies, Inc.,
17 Doerfer Corporation, TBGA LLC, Burttek Holdings, Inc., Burttek Enterprises, Inc., Steve Lamb,
18 Jeff Daniel, Wynnchurch Capital Partners, Wynnchurch Capital, L.P., and Wynnchurch Capital,
19 LLC, as named by Plaintiff in the First Amended Class Action and Representative Action
20 Complaint, and their respective past, present and future heirs, executors, successors,
21 representatives and assigns, parents, members, subsidiaries, including their predecessors and
22 successors, as well as each of their insurers, partners, trustees, directors, owners, shareholders,
23 officers, agents, attorneys, servants, joint employers and employees, past and present, and each
24 of them and anyone acting in concert with foregoing.

25 32. "Request for Exclusion" means a valid and timely written statement submitted by
26 a Class Member requesting to be excluded from the Action signed by the Class Member. To be
27 effective, the Request for Exclusion must contain (a) the Class Member's name, address,
28 telephone number, and the last four digits of the Class Member's Social Security number and and

(b) a clear statement requesting to be excluded from the settlement of the class claims similar to the following: “I wish to exclude myself from the class settlement reached in the matter of *Guardado v. Votaw Precision Technologies, Inc. et al.* I understand that by excluding myself, I will not receive money from the class portion of the settlement.” To be effective, the Request for Exclusion must be post-marked by the Response Deadline and received by the Settlement Administrator.

33. “Response Deadline” means the date sixty (60) days after the Settlement Administrator mails the Class Notice to Class Members and the last date on which Class Members may submit Requests for Exclusion, Objections, or workweek disputes by fax, email, or mail. In the event the 60th day falls on a Sunday or Federal holiday, the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline for Requests for Exclusion or Objections will be extended fifteen (15) calendar days for any Class Member who is re-mailed a Class Notice by the Settlement Administrator, unless the 15th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline may also be extended by express agreement between Class Counsel and Defendants’ counsel. Under no circumstances, however, will the Settlement Administrator have the authority to unilaterally extend the deadline for Class Members to submit a Request for Exclusion or Objection to the settlement.

34. “Settlement” means the disposition of the Action pursuant to this Agreement.

35. “Settlement Administrator” or “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to serve as administrator of the Settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

36. “Settlement Administration Costs” means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement,

calculating/confirming the Class Members' Workweeks from the information contained in the Class List, calculating each Participating Class Member's Individual Settlement Payment, tax reporting, distributing the Gross Settlement Amount, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement, and as requested by the Parties or the Court. Settlement Administration Costs shall not exceed Ten Thousand Five Hundred Dollars (\$10,500.00).

37. "Workweek" means any calendar week (i.e. a week beginning with Sunday and ending with Saturday) in which a Class Member or PAGA Member worked for Defendants at least one day.

TERMS OF AGREEMENT

38. Amendment of Complaint. Solely for purposes of settling this matter, Plaintiff will file the amended complaint, attached as **Exhibit B**, and ask the Court grant leave to amend, which shall not be opposed by Defendants. The operative complaint in this Action (**Exhibit B**) shall conform the class and PAGA allegations to the settlement of Class Members and PAGA Members as defined in this Agreement and shall dismiss the individual defendant Robert Alan Gregory Rankin from the operative complaint. Subject to Court approval, Defendant Votaw's current answer shall be deemed as the operative answer and all remaining Defendants shall be deemed served and shall have 30 days to file an answer to the operative complaint. This amended complaint is being filed in conjunction with the settlement and is contingent thereon. Solely for purpose of settlement, counsel for Doerfer Corporation, TBGA LLC, Burttek Holdings, Inc., Burttek Enterprises Inc., Steve Lamb, Jeff Daniel, Wynnchurch Capital Partners, Wynnchurch Capital, L.P., and Wynnchurch Capital, LLC will all file a notice of appearance in the matter contemporaneously with the execution of this Agreement if an appearance has not yet been entered.

39. Settlement Consideration. Votaw shall fund the remainder of the Gross Settlement Amount, minus the amount of \$800,000 which Votaw shall deposit as specified in paragraph 41, following Final Approval by the Court and the occurrence of the Effective Date. The following

1 will be paid out of the Gross Settlement Amount: the sum of the Individual Settlement Payments,
2 the Class Representative Enhancement Award, Class Counsel's Fees and Costs, the PAGA
3 Payment, and the Settlement Administration Costs, as specified in this Agreement. Except for any
4 employer-side payroll taxes due on the Individual Settlement Payments, or as a result of an
5 increase in the number of workweeks as set forth below, Votaw shall not be required to pay more
6 than the Gross Settlement Amount. The Gross Settlement Amount is non-reversionary; no portion
7 of the Gross Settlement Amount will revert to Votaw, unless the Settlement is not approved,
8 voided or does not become effective for any reason, in which case any amounts paid shall be
9 returned to Votaw. The share of any employer-side payroll taxes will be paid by Votaw separately
10 from and in addition to the Gross Settlement Amount.

11 40. Potential Increase to the Gross Settlement Amount. Defendants have represented
12 there are an estimated 36,097 Workweeks during the Class Period. Should the actual number of
13 Workweeks increase by more than ten percent (10%) (*i.e.* increase by more than 3,609
14 Workweeks), the Gross Settlement Amount shall increase on a pro-rata basis equal to the
15 percentage increase in the number of Workweeks worked by the Class Members above 10% (for
16 example, if the number of Workweeks increases by 11%, the Gross Settlement Amount will
17 increase by 1%).

18 41. Funding of the Gross Settlement Amount. Within five (5) court days of the entry
19 of the Court's Order granting preliminary approval of the Settlement, Votaw shall deposit the
20 sum of \$800,000 with the Settlement Administrator for itself and for the benefit of Defendants.
21 Failure to do so will allow Plaintiff to exercise the option to rescind this settlement in its entirety
22 as this was a material term negotiated heavily between the parties. Within fourteen (14) calendar
23 days after the Effective Date of the Settlement, Votaw will deposit the unpaid remainder of the
24 Gross Settlement Amount for itself and for the benefit of Defendants, into a Qualified Settlement
25 Fund ("QSF") to be established by the Settlement Administrator. Defendants shall provide all
26 information necessary for the Settlement Administrator to calculate necessary payroll taxes
27 including their official name, 8 digit state unemployment insurance tax ID number, and other
28 information requested by the Settlement Administrator, no later than fourteen (14) calendar days

1 of the Effective Date, and shall pay all applicable employer-side payroll taxes within the later of
2 fourteen (14) calendar days after the Effective Date or the date on which payroll tax information
3 is provided by the Settlement Administrator to Votaw, whichever is earlier.

4 42. Distribution of the Gross Settlement Amount. Within seven (7) calendar days of
5 the funding of the Settlement, the Settlement Administrator will issue payments for: (a) Individual
6 Settlement Payments; (b) the PAGA Payment to the LWDA; (c) the Class Representative
7 Enhancement Award; (d) Class Counsel's Fees and Costs and (e) Settlement Administration
8 Costs. If the Settlement Administrator asks for the Parties' approval prior to distributing the court
9 approved allocations and corresponding payments, the Parties shall provide their approval within
10 three (3) business days. If either Party has an objection to the court approved allocations and
11 disbursement schedule, it must immediately seek relief from the Court about its objection, with
12 the exception that both Parties may agree to an alternate date for distribution.

13 43. Attorneys' Fees and Costs. Defendants agree not to oppose or impede any
14 application or motion by Class Counsel for attorneys' fees of up to thirty-five percent (35%) of
15 the Gross Settlement Amount (\$612,500.00) plus the reimbursement of costs and expenses
16 associated with Class Counsel's litigation and settlement of the Action, in an amount not to exceed
17 Twenty-Five Thousand Dollars (\$25,000.00), both of which will be paid from the Gross
18 Settlement Amount. Plaintiff and/or Class counsel will file a motion for Class Counsel Fees
19 Payment and Class Litigation Expenses Payment as part of Plaintiff's Motion for Final Approval
20 no later than 16 court days prior to the Final Approval Hearing. Plaintiff has the right to appeal
21 the Court's decision regarding any award of attorneys' fees and costs. Any portion of the
22 requested fees or costs that is not awarded by the Court to Class Counsel shall be reallocated to
23 the Net Settlement Amount and distributed to Participating Class Members as provided in this
24 Agreement.

25 a) Class Representative Enhancement Award. Defendants agree not to
26 oppose or object to any application or motion by Plaintiff for a Class Representative Enhancement
27 Award of Seven Thousand Five Hundred Dollars (\$7,500.00) to Plaintiff Esteban Guardado (in
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1 addition to any Individual Class Payment [and any Individual PAGA Payment] the Class
2 Representative is entitled to receive as a Participating Class Member). The Class Representative
3 Enhancement Award is in exchange for the General Release of Plaintiff's individual claims, and
4 for Plaintiff's time, effort and risk in bringing and prosecuting the Action. Any adjustments made
5 by the Court to the requested Class Representative Enhancement Award shall not be deemed a
6 material modification of this Agreement. In the event that the Court reduces or does not approve
7 the requested Class Representative Enhancement Award, the Settlement Agreement remains in
8 full force and effect, Plaintiff shall not have the right to revoke the Settlement Agreement for that
9 reason, it shall remain binding, and any portion of the requested Class Representative
10 Enhancement Award that is not awarded by the Court to the Class Representative shall be
11 reallocated to the Net Settlement Amount and distributed to Participating Class Members as
12 provided in this Agreement. The Administrator will pay the Class Representative Service
13 Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee
14 taxes owed on the Class Representative Service Payment.
15

16 b) Settlement Administration Costs. The Settlement Administrator will be
17 paid for the reasonable costs of administration of the Settlement and distribution of payments
18 from the Gross Settlement Amount as further set forth in this Agreement. Settlement
19 Administration Costs are estimated to be Ten Thousand Five Hundred Dollars (\$10,500.00),
20 except for a showing of good cause and as approved by the Court.

21 c) PAGA Payment. Forty Thousand Dollars (\$40,000.00) of the Gross
22 Settlement Amount shall be allocated for settlement of claims for civil penalties under PAGA.
23 The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Payment, or
24 Thirty Thousand Dollars (\$30,000.00), to the LWDA. The remaining twenty-five percent (25%)
25 of the PAGA Payment, or Ten Thousand Dollars (\$10,000.00), will be distributed to PAGA
26 Members on a *pro rata* basis based on the total number of Workweeks worked by each PAGA
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Member during the PAGA Period. PAGA Members shall receive their portion of the PAGA Payment regardless of their decision to opt-out of the class settlement.

d) Net Settlement Amount for Payment of Class Claims. The Net Settlement Amount will be used to satisfy the class portion of Participating Class Members' Individual Settlement Payments in accordance with the terms of this Agreement. The estimated Net Settlement Amount is as follows:

Gross Settlement Amount	\$	1,750,000.00
Class Representative Enhancement Award:	\$	7,500.00
Class Counsel's Fees:	\$	612,500.00
Class Counsel's Costs:	\$	25,000.00
PAGA Payment:	\$	40,000.00
Settlement Administration Costs:	\$	10,500.00
Estimated Net Settlement Amount:	\$	1,054,500

44. Individual Settlement Payment Calculations. Individual Settlement Payments will be paid from the Net Settlement Amount and the 25% portion of the PAGA Payment for PAGA Members and shall be paid pursuant to the formulas set forth herein. The Parties acknowledge and agree that the formula used to calculate Workweeks, Individual Settlement Payments, Workweeks and Individual Payments does not imply that all of the elements of damages covered by the release are not being taken into account. The above formulas were devised as practical and logistical tools to simplify the payment process:

a) Calculation of Class Portion of Individual Settlement Payments. The Settlement Administrator will calculate the total Workweeks for all Participating Class Members by adding the number of workweeks worked by each Participating Class Member during the Class Period. The amount that each Participating Class Member will be eligible to receive will be calculated by dividing each Participating Class Member's individual Workweeks by the total Workweeks of all Participating Class Members, and multiplying the resulting fraction by the Net Settlement Amount.

1 b) Calculation of PAGA Portion of Individual Settlement Payments. The
2 Settlement Administrator will calculate the total Workweeks for all PAGA Members by adding
3 the number of Workweeks worked by each PAGA Member during the PAGA Period. The amount
4 that each PAGA Member will receive will be calculated by dividing each participating PAGA
5 Member's individual Workweeks during the PAGA Period by the total Workweeks of all PAGA
6 Members during the PAGA Period, and multiplying the resulting fraction by the 25% share of the
7 PAGA Payment designated for distribution to PAGA Members. PAGA Members shall receive
8 this portion of their Individual Settlement Payment regardless of whether they file a Request for
9 Exclusion to "opt out" of the Settlement of the class claims. If the Court approves PAGA
10 Penalties of less than the amount requested, the Administrator will allocate the remainder to the
11 Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS
12 1099 Forms.

13
14 c) Allocation of Individual Settlement Payments. All Individual Settlement
15 Payments will be allocated as follows: twenty percent (20%) of each Individual Settlement
16 Payment will be allocated as wages, eighty percent (80%) shall be allocated as non-wage
17 payments, including but not limited to expense reimbursement, penalties, and interest. The
18 portion of the Individual Settlement Payment allocated to wages will be reported by the
19 Settlement Administrator on an IRS Form W-2. The remaining non-wage payments will be
20 reported on an IRS Form-1099 by the Settlement Administrator. Non-Participating Class
21 Members will not receive any Individual Class Payments. The Administrator will retain amounts
22 equal to their Individual Class Payments in the Net Settlement Amount for distribution to
23 Participating Class Members on a pro rata basis.

24 45. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
25 Participating Class Members under this Settlement, as well as any other payments made pursuant
26 to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans
27 to which any Class Members may be eligible, including, but not limited to profit-sharing plans,
28

1 bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and
2 any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not
3 affect any rights, contributions, or amounts to which any Class Members may be entitled under
4 any benefit plans.

5 46. Settlement Administration Process. The Parties agree to cooperate in the
6 administration of the Settlement and to make all reasonable efforts to control and minimize the
7 costs and expenses incurred in administration of the Settlement. The Settlement Administrator
8 will provide the following services:

9 a) Establish and maintain a Qualified Settlement Fund under US Treasury
10 Regulation section 468B-1.

11 b) Calculate the Individual Settlement Payment each Participating Class
12 Member is eligible to receive and the portion of the PAGA Payment each PAGA Member shall
13 receive.

14 c) Translate the Class Notice from English to Spanish.

15 d) Print and mail the Class Notice in English and Spanish.

16 e) Perform address searches as detailed herein, including conduct additional
17 address searches and skip traces for mailed Class Notices that are returned as undeliverable.

18 f) Process Requests for Exclusion, Objections, calculate Participating Class
19 Members' Individual Settlement Payment, and field inquiries or disputes from Class Members.

20 g) Print and issue Settlement Payment Checks via First Class U.S. Mail,
21 postage prepaid. The face of each check shall prominently state the date (not less than 180 days
22 after the date of mailing) when the check will be voided. The Settlement Administrator will cancel
23 all checks not cashed by the void date. The Settlement Administrator will send checks for
24 Individual Settlement Payments to all Participating Class Members (including those for whom
25 Class Notice was returned undelivered).

26 h) prepare any IRS W2 and 1099 Tax Forms and any other filings required
27 by any governmental taxing authority.
28

1 i) Provide declarations and/or other information to this Court as requested by
2 the Parties and/or the Court.

3 j) Provide weekly status reports to counsel for the Parties.

4 k) Posting a notice of final judgment, after entry of the judgment, online at
5 the Settlement Administrator's website for a period of sixty (60) days pursuant to California Rule
6 of Court 3.769.

7 l) calculate, withhold from the Individual Settlement Payments, and remit to
8 applicable governmental agencies sufficient amounts, if any, as may be owed by Participating
9 Class Members for applicable employee taxes. The SA will issue appropriate tax forms, if
10 required, to each such Participating Class Member consistent with the foregoing breakdown. The
11 SA shall also calculate and obtain from Votaw and remit to applicable governmental agencies
12 sufficient amounts, if any, as may be owed by employers for employer-side payroll taxes to be
13 taken from the wage portion of the Settlement Payments. The Settlement Administrator shall
14 have and use its own Employer Identification Number for purposes of calculating payroll tax
15 withholdings and providing reports state and federal tax authorities.
16

17 m) represent and warrant that it will: (a) provide reasonable and appropriate
18 administrative, physical and technical safeguards for any personally identifiable information and
19 other private or confidential information ("PII"), which it receives from Votaw ; (b) not disclose
20 the PII to Class Counsel, Plaintiff, any party or third parties, including agents or subcontractors,
21 without Votaw's consent; (c) not disclose or otherwise use the PII other than to carry out its duties
22 as set forth herein; (d) promptly provide Votaw with notice if PII is subject to unauthorized access,
23 use, disclosure, modification, or destruction; and (e) continue to protect the PII upon termination
24 of its services. Plaintiff will have access to the identities of the opt out Class Members for
25 purposes of disclosing that information as part of Final Approval of the Settlement.
26
27
28

1 47. Delivery of the Class List and Applicable Tax Rates. Within fourteen (14) calendar
2 days of Preliminary Approval, Defendants will provide the Class List to the Settlement
3 Administrator along with its applicable tax rates for purposes of calculating Defendants' portion
4 of the employer side payroll tax. This is a material term of the Agreement, and if Defendants fail
5 to comply, Plaintiff shall have the right to void the Agreement, provided however, that Plaintiff
6 shall not exercise the right to void the Agreement until Plaintiff provides written notice to
7 Defendants of its failure to timely provide the Class List to the Settlement Administrator and
8 Defendants fail to provide the Class List within five (5) business days of receipt of such notice.
9 The Class List will be based on data available to Defendants and Defendants' good faith efforts,
10 and unintentional deficiencies or omissions shall not constitute a basis to void the Agreement.
11 The Settlement Administrator shall notify Class Counsel that the list has been received and state
12 the number of Class Members and Workweeks in the Class List. To protect Class Members'
13 privacy rights, the Settlement Administrator must maintain the Class List in confidence, use the
14 Class List only for purposes of this Settlement and for no other purpose, and restrict access to the
15 Class List to Settlement Administrator employees who need access to the Class List to effect and
16 perform under this Agreement. Defendants have a continuing duty to immediately notify Class
17 Counsel if they discover that the Class List omitted class member identifying information and to
18 provide corrected or updated Class List as soon as reasonably feasible. Without any extension of
19 the deadline by which Defendants must send the Class to the Settlement Administrator, the Parties
20 and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise
21 resolve any issues related to missing or omitted Class List.

22 48. Class Notice by First-Class U.S. Mail. Within seven (7) calendar days after
23 receiving the Class List from Defendants, or within seven (7) days of notice to the Settlement
24 Administrator that the preliminary approval order is filed if the Class List is provided prior to the
25 order, the Settlement Administrator will mail the Class Notice to all Class Members via regular
26 First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class
27 List. The Parties may not vary from the form of the Class Notice approved by the Court. If the
28 Settlement Administrator asks for the Parties' approval prior to mailing the court approved Class

1 Notice, the Parties shall provide their approval within three (3) business days. If either Party has
2 an objection to the court approved form of the Class Notice, it must immediately seek relief from
3 the Court about its objection.

4 49. Confirmation of Contact Information in the Class List. Prior to mailing, the
5 Settlement Administrator will perform a search based on the National Change of Address
6 Database for information to update and correct for any known or identifiable address changes.
7 Any Class Notice returned to the Settlement Administrator as non-deliverable on or before the
8 Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding
9 address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing
10 on the Class Notice. If no forwarding address is provided, the Settlement Administrator will
11 promptly attempt to determine the correct address using a skip-trace, or other search using the
12 name, address and/or Social Security number of the Class Member involved, and will then
13 perform a single re-mailing. If any Class Notice sent to a Class Member by the Settlement
14 Administrator is returned as undeliverable to a current employee, then Defendants shall make all
15 reasonable efforts to obtain the current address from the Class Member and provide the same
16 within seven (7) calendar days of notice from the Settlement Administrator. Those Class Members
17 who receive a re-mailed Class Notice, whether by skip-trace or by request, will have between the
18 later of (a) an additional fifteen (15) calendar days or (b) the Response Deadline to postmark a
19 Request for Exclusion, or an Objection to the Settlement.

20 50. Class Notice. All Class Members will be mailed a Class Notice. Each Class Notice
21 will provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's
22 principal terms; (c) the Class definition; (d) the total number of Workweeks each respective Class
23 Member worked for Defendants during the Class Period and PAGA Period (if applicable); (e)
24 each Class Member's estimated Individual Settlement Payment and the formula for calculating
25 Individual Settlement Payments; (f) the dates which comprise the Class Period and PAGA Period;
26 (g) the deadlines by which the Class Member must postmark Requests for Exclusion, Objections
27 to the Settlement, or workweek disputes; (h) the claims to be released, as set forth herein; and (j)
28 the date for the final approval hearing. A copy of the proposed notice is attached as Exhibit A.

1 Plaintiff will seek approval of language in the Class Notice in the motion for preliminary approval
2 and will seek permission for the Parties in conjunction with the Settlement Administrator and
3 seek through Preliminary Approval to be able to correct immaterial errors on these forms or other
4 mailed materials without approval from the Court, provided the changes do not alter the
5 preliminary approval by the Court.

6 51. Disputed Information on Class Notice. Class Members will have an opportunity
7 to dispute the information provided in their Class Notice. To the extent Class Members dispute
8 the number of Workweeks with which they have been credited or the amount of their Individual
9 Settlement Payment, Class Members may produce evidence to the Settlement Administrator
10 showing that such information is inaccurate. Absent evidence rebutting Defendants' records,
11 Defendants' records will be presumed determinative. However, if a Class Member produces
12 evidence contrary to Defendants' records by the Response Deadline, the Settlement Administrator
13 shall notify Class Counsel and Defendants' counsel to discuss and resolve the dispute, including
14 providing all available relevant information to all counsel. The Parties will resolve all disputes
15 jointly, which shall be final and binding on any Class Member disputes, and shall thereafter
16 instruct the Settlement Administrator how to proceed in processing the dispute. If the Parties
17 cannot reach an agreement, disputes shall be referred to the Settlement Administrator for a
18 determination and if the dispute remains unresolved after that, the dispute shall be submitted to
19 the Court for final determination. All such disputes are to be resolved or submitted to the Court
20 no later than fourteen (14) calendar days after the Response Deadline.

21 52. Defective Requests for Exclusion. If a Class Member's Request for Exclusion is
22 defective as to the requirements listed herein, that Class Member will be given an opportunity to
23 cure the defect(s). The Settlement Administrator will mail the Class Member a cure letter within
24 three (3) business days of receiving the defective submission to advise the Class Member that his
25 or her submission is defective and that the defect must be cured to render the Request for
26 Exclusion valid. The Class Member will have until the later of (a) the Response Deadline or (b)
27 fifteen (15) calendar days from the date of the cure letter, whichever date is later, to postmark a
28 revised Request for Exclusion. If a Class Member responds to a cure letter by filing another

1 defective Request for Exclusion, then the Settlement Administrator will have no further obligation
2 to give notice of a need to cure. If the revised Request for Exclusion is not postmarked within that
3 period, it will be deemed untimely. Any dispute regarding the validity of a Request for Exclusion
4 falls solely within the discretion of the Settlement Administrator unless both Parties stipulate
5 otherwise.

6 53. Request for Exclusion (Opt Out) Procedures. Any Class Member wishing to opt-
7 out from the Action must sign and postmark a written Request for Exclusion to the Settlement
8 Administrator by the Response Deadline. The Request for Exclusion must include (a) the Class
9 Member's name, address, telephone number, and the last four digits of the Class Member's Social
10 Security number and/or the Employee ID number and (b) a clear statement requesting to be
11 excluded from the settlement of the class claims similar to the following: "I wish to exclude
12 myself from the class settlement reached in the matter of *Guardado v. Votaw Precision*
13 *Technologies, Inc. et al.* I understand that by excluding myself, I will not receive money from the
14 class portion of the settlement." The date of the postmark on the return mailing envelope will be
15 the exclusive means to determine whether a Request for Exclusion has been timely submitted. All
16 Requests for Exclusion will be submitted to the Settlement Administrator, who will certify jointly
17 to Class Counsel and Defendants' Counsel the Requests for Exclusion that were timely submitted.
18 All Class Members who do not submit a valid and timely Request for Exclusion will be bound by
19 all terms of the Settlement Agreement if the Settlement is granted Final Approval. Every Class
20 Member who submits a valid and timely Request for Exclusion is a Non-Participating Class
21 Member and shall not receive an Individual Class Payment or have the right to object to the class
22 action components of the Settlement.

23 54. Votaw's Right to Rescind. If five percent (5%) or more of the Class Members
24 (rounded to the next whole number) elect not to participate in the Settlement, Votaw may, at its
25 election, rescind the Settlement Agreement and all actions taken in furtherance of it will be
26 thereby null and void. Votaw must make clear its intent to rescind the Agreement within ten (10)
27 calendar days of the Settlement Administrator notifying the Parties of the total number of valid
28 Requests for Exclusion, which the Settlement Administrator will do within seven (7) calendar

1 days after receiving confirmation from the Claims Administrator after the Response Deadline that
2 the opt out rate is 5% or more. The Parties may meet and confer to determine whether there are
3 circumstances or changes that will permit the Settlement to proceed and not be rescinded. If
4 Votaw exercises its right to rescind the Agreement, Defendants. shall be responsible for all
5 Settlement Administration Costs incurred to the date of rescission.

6 55. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
7 Member who does not affirmatively opt-out of the Settlement by submitting a timely and valid
8 Request for Exclusion will be bound by all of its terms, including those pertaining to the Released
9 Class Claims, as well as any Judgment that may be entered by the Court if it grants Final Approval
10 of the Settlement. Class Members who submit a timely and valid Request for Exclusion shall not
11 be bound by the Settlement Agreement, including the release, or such Judgment that may be
12 entered by the Court. The names of Class Members who have submitted a valid and timely
13 Request for Exclusion shall be disclosed to the Counsel for Plaintiff and Defendants and noted in
14 the proposed Judgment submitted to the Court.

15 56. Objection Procedures. To object to the Settlement, a Participating Class Member
16 must postmark a valid Objection to the Settlement Administrator on or before the Response
17 Deadline. The Objection must be signed by the Participating Class Member and contain all
18 information required by this Settlement Agreement including the Class Member's full name,
19 address, telephone number, the last four digits of their social security number and/or Employee
20 ID number, and the specific reason including any legal grounds for the Participating Class
21 Member's objection. The postmark date will be deemed the exclusive means for determining that
22 the Objection is timely. A Class Member cannot submit both an Objection and a Request for
23 Exclusion. If a Class Member submits an Objection and a Request for Exclusion, the Request for
24 Exclusion shall control and the Objection will be deemed invalid. Any dispute regarding the
25 validity of an Objection falls solely within the discretion of the Settlement Administrator, unless
26 both Parties stipulate otherwise. Participating Class Members who fail to object in the manner
27 specified above will be foreclosed from making a written objection, but shall still have a right to
28 appear at the Final Approval Hearing in order to have their objections heard by the Court. The

Parties shall be permitted to file responses to the Objection in addition to any motion for final approval documents. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Participating Class Members to submit written Objections to the Settlement, appear at the Final Approval Hearing to objection, or appeal from or move to vacate the Final Approval Order and Judgment. Class Counsel will not represent any Participating Class Members with respect to any objections to this Settlement. The Parties will meet and confer and agree on language that Votaw may deliver to the Class Members informing them of the settlement.

57. Certification Reports Regarding Individual Settlement Payment Calculations. The Settlement Administrator will provide Defendants' Counsel and Class Counsel a weekly report which certifies: (a) the number of Class Members who have submitted Requests for Exclusion and Objections; (b) the number of re-mailed and/or undeliverable Class Notices; and (c) whether any Class Member has submitted a dispute or challenge to any information contained in the Class Notice. Additionally, the Settlement Administrator will provide to counsel for all Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested. The Settlement Administrator will provide a declaration to Class Counsel in advance of the hearing on Final Approval of the Settlement which Class Counsel shall be responsible for reviewing and approving.

58. Uncashed Settlement Checks. Any checks issued by the Settlement Administrator to Participating Class Members and PAGA Members will be negotiable for at least one hundred eighty (180) calendar days. If a Participating Class Member and/or PAGA Member does not cash his or her settlement check within 180 days, the uncashed funds, subject to Court approval, shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500, *et. seq.* in the name of and for the benefit of those Participating Class Members and/or PAGA Members who did not cash their checks until such time that they claim their property. The Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to Participating Class Members and PAGA Members, whether or not they all cash their settlement checks. Therefore, Defendants will not be required to pay any interest on such

1 amounts. In the event the court orders that the unclaimed checks be distributed to a *cy pres*, and
2 if the remaining funds are not able to be distributed to the State Controller Unclaimed Property
3 Fund and if a *cy pres* fund is required, subject to Court instruction, that the SA shall forward the
4 entire amount of any amounts remaining from uncashed checks, plus any interest that has accrued
5 thereon, to CASA (see
6 <http://www.casaforchildren.org/site/c.mtJSJ7MPIsE/b.5301295/k.BE9A/Home.htm>). The
7 Individual Settlement Payments provided to Participating Class Members and to PAGA Members
8 shall prominently state the expiration date or a statement that the settlement check will expire in
9 one hundred eighty (180) days, or alternatively, such a statement may be made in a letter
10 accompanying the Individual Settlement Payment. Expired Individual Settlement Payments will
11 not be reissued, except for good cause and as mutually agreed by the Parties in writing. The Parties
12 agree no unclaimed funds will result from the settlement process detailed in this Agreement. In
13 such event, those Participating Class Members will be deemed to have waived irrevocably any
14 right in or claim to any payment(s) subject to their rights, if any, other than any right, if any, to
15 recover the Settlement Payments from the Unclaimed Property Fund if ordered or otherwise will
16 be extinguished. PAGA Members will be bound by the judgment regardless of whether they
17 negotiate their PAGA-related check.

18 59. Administration of Taxes by the Settlement Administrator. The Settlement
19 Administrator will be responsible for issuing to Plaintiff, Participating Class Members, and Class
20 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid
21 pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding
22 all payroll taxes and penalties to the appropriate government authorities.

23 60. Tax Liability. Defendants makes no representation as to the tax treatment or legal
24 effect of the payments called for hereunder, and Plaintiff and Participating Class Members and
25 PAGA Members are not relying on any statement, representation, or calculation by Defendants
26 or by the Settlement Administrator in this regard. Plaintiff and Participating Class Members
27 understand and agree that except for the payment of the employer's portion of any payroll taxes,
28 they will be solely responsible for the payment of any taxes and penalties assessed on the

1 payments described herein. The share of any employer-side payroll taxes and other required
2 employer withholdings due on the Individual Settlement Payments, including, but not limited to,
3 the FICA and FUTA contributions, shall be paid separate and apart from the Gross Settlement
4 Amount.

5 61. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this
6 section, the “acknowledging party” and each Party to this Agreement other than the
7 acknowledging party, an “other party”) acknowledges and agrees that: (1) no provision of this
8 Agreement, and no written communication or disclosure between or among the Parties or their
9 attorneys and other advisers, is or was intended to be, nor shall any such communication or
10 disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United
11 States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging
12 party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for
13 advice (including tax advice) in connection with this Agreement, (b) has not entered into this
14 Agreement based upon the recommendation of any other Party or any attorney or advisor to any
15 other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney
16 or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging
17 party, and (3) no attorney or adviser to any other Party has imposed any limitation that protects
18 the confidentiality of any such attorney’s or adviser’s tax strategies (regardless of whether such
19 limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or
20 tax structure of any transaction, including any transaction contemplated by this Agreement.

21 62. No Prior Assignments. The Parties and their counsel represent, covenant, and
22 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported
23 to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
24 action, cause of action or right herein released and discharged.

25 63. Release by Participating Class Members. As of the date the Gross Settlement
26 Amount is transferred to the Settlement Administrator, Participating Class Members, on behalf
27 of themselves and their respective former and present representatives, agents, attorneys, heirs,
28 administrators, successors, and assigns, on behalf of themselves and their respective former and

1 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully,
2 finally and forever release, settle, compromise, relinquish, and discharge the Released Parties
3 from any and all Released Class Claims during the Class Period. This release shall be binding on
4 all Participating Class Members. The Settlement includes a release of all Settled Claims during
5 the Class Period by Participating Class Members employed at any time during the Class Period.

6 a) The Parties agree for settlement purposes only that, because the Class
7 Members are so numerous, it is impossible or impracticable to have each Class Member execute
8 this Agreement. Accordingly, the Class Notice will advise all Class Members of the binding
9 nature of the release and such notice shall have the same force and effect as if the Agreement
10 were executed by each Class Member.

11 b) Plaintiff and Class Counsel represent, covenant, and warrant that they have
12 not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or
13 encumber to any person or entity any portion of any liability, claim, demand, action, cause of
14 action, or rights herein released and discharged, except as set forth herein.

15 c) The Parties agree that this is a settlement of disputed claims not involving
16 undisputed wages, and that Labor Code Section 206.5 is therefore inapplicable.

17 64. Release by the LWDA, State of California, Plaintiff, and any interest held by
18 PAGA Members: As of the date the Gross Settlement Amount is transferred to the Settlement
19 Administrator, Plaintiff, PAGA Members, the LWDA and the State of California, through
20 Plaintiff as its agent and/or proxy hereby fully release, settle, compromise, relinquish, and
21 discharge the Released Parties (singly, together and in any combination) from the Released
22 PAGA Claims that arose during the PAGA Period. The Settlement includes a release of all
23 Released PAGA Claims during the PAGA Period. The Parties intend that the Released Parties
24 can assert this Settlement Agreement as a defense to any future claims for penalties brought by
25 the LWDA or any claims brought under PAGA on behalf of the LWDA. The Parties intend this
26 PAGA settlement to have claim preclusion, issue preclusion, or otherwise bar a representative
27 action if an aggrieved employee were to bring a subsequent claim on behalf of the LWDA.
28

65. Release of Additional Claims & Rights by Plaintiff. As of date the Gross Settlement Amount is transferred to the Settlement Administrator, Plaintiff agrees to the following General Release: In consideration of Defendants' promises and agreements as set forth herein, Plaintiff, for himself and his heirs, successors and assigns, hereby waives, releases, acquits, and forever discharges the Released Parties from all claims, demands, rights, liabilities, damages, losses, obligations, and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule or regulation arising out of, relating to, or in connection with any act or omission by or on the part of any of the Released Parties committed or omitted prior to the execution thereof. Specifically, Plaintiff will expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights and benefits afforded of section 1542 of the California Civil Code, or any other provision under federal or state law, which provides:

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

Plaintiff warrants that he has read this Settlement, including this waiver of California Civil Code § 1542, and that Plaintiff has consulted with or had the opportunity to consult with counsel of Plaintiff's choosing about this Settlement and specifically about the waiver of § 1542, and that Plaintiff understand this Settlement and the § 1542 waiver, and so Plaintiff freely and knowingly enters into this Settlement. Plaintiff further acknowledges that Plaintiff later may discover facts different from or in addition to those Plaintiff now knows or believes to be true regarding the matters released or described in this Settlement, and even so Plaintiff agrees that the releases and agreements contained in this Settlement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. This release specifically excludes claims for

1 unemployment insurance, disability, social security, and workers' compensation (with the
2 exception of claims arising pursuant to California Labor Code sections 132(a) and 4553).

3 66. Neutral Employment Reference. Defendants agree that they will adopt a neutral
4 reporting policy regarding any future employment references related to Plaintiff. In the event that
5 any potential or future employers of Plaintiff request a reference regarding Defendants'
6 employment of Plaintiff, Defendants shall only provide Plaintiff's dates of employment and job
7 titles during employment. Defendants shall not refer to the Action or this Settlement.

8 67. Nullification of Settlement Agreement. In the event that: (a) the Court does not
9 finally approve the Settlement as provided herein; (b) the Court strikes or does not approve any
10 material term of this Settlement Agreement (not including Class Counsel Fees and Costs and/or
11 Class Representative Enhancement Payment); or (c) the Settlement does not become final as
12 written and agreed to by the Parties for any other reason, then this Settlement Agreement, and any
13 documents generated to bring it into effect, will be null and void, all amounts deposited into the
14 QSF will be returned to Defendants, and the Parties shall be returned to their original respective
15 positions. Any order or judgment entered by the Court in furtherance of this Settlement
16 Agreement will likewise be treated as void from the beginning. Pursuant to California Evidence
17 Code § 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding
18 to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the
19 Parties agree that this Settlement Agreement is void, and remains protected by California
20 Evidence Code § 1152. Should the Court fail to approve this Settlement Agreement for any
21 reason, the Parties agree that they will meet and confer and, if need be, return to and attend
22 mediation with a mutually agreed mediator in an effort to reach a settlement that may be approved
23 by the Court.

24 68. Preliminary Approval Hearing. Plaintiff will prepare and deliver to Defense
25 Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the
26 notice, and memorandum in support, of the Motion for Preliminary Approval that includes an
27 analysis of the Settlement under Dunk/Kullar; (ii) a draft proposed Order Granting Preliminary
28 Approval; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator

1 attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness
2 to serve; competency; operative procedures for protecting the security of Class Data; amounts of
3 insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts
4 relevant to any actual or potential conflicts of interest with Class Members; and the nature and
5 extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed
6 declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts
7 relevant to any actual or potential conflicts of interest with Class Members, and/or the
8 Administrator; (vi) a signed declaration from each Class Counsel firm attesting to its competency
9 to represent the Class Members; and all facts relevant to any actual or potential conflict of interest
10 with Class Members, the Administrator; In their Declarations, Plaintiff and Class Counsel
11 Declaration shall aver that they are not aware of any other pending matter or action asserting
12 claims that will be extinguished or adversely affected by the Settlement; (vii) the proposed
13 amended complaint and request that the amended complaint be filed in conjunction with the
14 preliminary approval. Plaintiff will obtain a hearing before the Court to request Preliminary
15 Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order for: (a)
16 conditional certification of the Settlement Class for settlement purposes only, (b) Preliminary
17 Approval of the proposed Settlement Agreement, and (c) setting a date for a Final
18 Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the
19 Class Notice to be sent to all Class Members as specified herein. In conjunction with the
20 Preliminary Approval hearing, Plaintiff will submit this Agreement, which sets forth the terms of
21 the Settlement, and will include the proposed Class Notice attached as Exhibit A. Defendants
22 shall either file a notice of non-opposition that states it joins in Plaintiff’s Motion for Preliminary
23 Approval or not file any response to Plaintiff’s unopposed Motion for Preliminary Approval. Non
24 Opposition is a material term of the Settlement Agreement and any opposition by Defendants will
25 be grounds for Plaintiff to withdraw from the Settlement Agreement, although Defendants may
26 respond or advise the court if they deem the preliminary or final paperwork does not comport
27 with the Settlement. Absent meet and confer efforts and future agreements among the Parties, any
28 failure by the Court to fully and completely approve the material terms of the Agreement as to

1 the Action, or the entry of any Order by another Court with regard to any of the Action which has
2 the effect of preventing the full and complete approval of the material terms of this Settlement
3 Agreement as written and agreed to by the Parties, will result in this Settlement Agreement
4 entered into by the Parties, and all obligations under this Settlement Agreement being nullified
5 and voided. However, Class Counsel Attorneys' Fees and Costs and Class Representative
6 Enhancement Award are not material terms of this Agreement and any modification by the Court
7 or another Court to such terms to shall not affect the enforceability of the Settlement Agreement
8 and shall not render it or Memorandum of Understanding null and void. Class Counsel is
9 responsible for delivering the Court's Preliminary Approval to the Administrator.

10 69. Final Settlement Approval Hearing and Entry of Judgment. Upon completion of
11 the Class Notice process, including the expiration of the deadlines to postmark Requests for
12 Exclusion or Objections to the Settlement Agreement, a Final Approval/Settlement Fairness
13 Hearing will be conducted to determine the Final Approval of the Settlement Agreement along
14 with the amounts properly payable for: (a) Individual Settlement Payments; (b) the PAGA
15 Payment to the LWDA; (c) Class Counsel's Attorneys' Fees and Costs; (d) the Class
16 Representative Enhancement Award; and (e) the Settlement Administration Costs. Any failure by
17 the Court to fully and completely approve the material terms of the Settlement Agreement as to
18 all of the Action, or the entry of any Order by another Court with regard to any of the Action
19 which has the effect of modifying material terms of this Agreement or preventing the full and
20 complete approval of the Settlement Agreement as written and agreed to by the Parties, will result
21 in this Agreement and all obligations under this Agreement being null and void. However, Class
22 Counsel Attorneys' Fees and Costs and Class Representative Enhancement Award are not
23 material terms of this Agreement and any modification by the Court or another Court to such
24 terms to shall not affect the enforceability of the Settlement Agreement and shall not render it or
25 Memorandum of Understanding null and void. Defendants agree they shall not oppose the
26 granting of the Motion for Final Approval, provided Defendants have not exercised their right to
27 rescind pursuant to the terms of this Agreement.

1 70. Judgment and Continued Jurisdiction. Upon Final Approval of the Settlement by
2 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the
3 Judgment to the Court for its approval against all Defendants to this Action. After entry of the
4 Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (a) the
5 interpretation and enforcement of the terms of the Settlement, (b) Settlement administration
6 matters, and (c) such post-Judgment matters as may be appropriate under court rules or as set
7 forth in this Settlement.

8 71. Exhibits Incorporated by Reference. The terms of this Settlement include the terms
9 set forth in any attached Exhibits, which are incorporated by this reference as though fully set
10 forth herein. Any Exhibits to this Agreement are an integral part of the Settlement.

11 72. Entire Agreement. This Settlement Agreement and any attached Exhibits
12 constitute the entirety of the Parties' Settlement. No other prior or contemporaneous written or
13 oral agreements may be deemed binding on the Parties.

14 73. Amendment or Modification. This Settlement Agreement may be amended or
15 modified only by a written instrument signed by counsel for all Parties or their successors-in-
16 interest.

17 74. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant
18 and represent they are expressly authorized by the Parties whom they represent to negotiate this
19 Settlement Agreement and to take all appropriate action required or permitted to be taken by such
20 Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other
21 documents required to effectuate the terms of this Settlement Agreement. The Parties and their
22 counsel will cooperate with each other and use their best efforts to affect the implementation of
23 the Settlement. If the Parties are unable to reach agreement on the form or content of any
24 document needed to implement the Settlement, or on any supplemental provisions that may
25 become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance
26 of the Court to resolve such disagreement.

1 75. Binding on Successors and Assigns. This Settlement Agreement will be binding
2 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
3 defined.

4 76. California Law Governs. All terms of this Settlement Agreement hereto will be
5 governed by and interpreted according to the laws of the State of California.

6 77. Execution and Counterparts. This Settlement Agreement is subject only to the
7 execution of Plaintiff and Defendants. However, the Settlement Agreement may be executed in
8 one or more counterparts. All executed counterparts and each of them, including facsimile and
9 scanned copies of the signature page, will be deemed to be one and the same instrument provided
10 that counsel for the Parties will exchange among themselves original signed counterparts.

11 78. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe
12 this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have
13 arrived at this Settlement Agreement after arm's-length negotiations and in the context of
14 adversarial litigation, taking into account all relevant factors, present and potential. The Parties
15 further acknowledge that they are each represented by competent counsel and that they have had
16 an opportunity to consult with their counsel regarding the fairness and reasonableness of this
17 Settlement Agreement.

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

22 80. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to
23 class certification for purposes of this Settlement only; except, however, that either Party may
24 appeal any court order that materially alters the Settlement Agreement's terms.

25 81. Class Action Certification for Settlement Purposes Only. The Parties agree to
26 stipulate to class action certification only for purposes of the Settlement. If, for any reason, the
27 Settlement is not approved, the stipulation to certification will be void. The Parties further agree
28 that certification for purposes of the Settlement is not an admission that class action certification

1 is proper under the standards applied to contested certification motions and that this Agreement
2 will not be admissible in this or any other proceeding as evidence that either: (a) a class action
3 should be certified or (b) Defendants are liable to Plaintiff or any Class Member, other than
4 according to the Settlement's terms.

5 82. Non-Admission of Liability. The Parties enter into this Agreement to resolve the
6 dispute that has arisen between them and to avoid the burden, expense and risk of continued
7 litigation. In entering into this Agreement, Defendants do not admit, and specifically deny, they
8 have violated any federal, state, or local law; violated any regulations or guidelines promulgated
9 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached
10 any contract; violated or breached any duty; engaged in any misrepresentation or deception; or
11 engaged in any other unlawful conduct with respect to their employees. Neither this Agreement,
12 nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed
13 as an admission or concession by Defendants of any such violations or failures to comply with
14 any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement,
15 this Agreement and its terms and provisions shall not be offered or received as evidence in any
16 action or proceeding to establish any liability or admission on the part of Defendants or to
17 establish the existence of any condition constituting a violation of, or a non-compliance with,
18 federal, state, local or other applicable law.

19 83. Captions. The captions and section numbers in this Agreement are inserted for the
20 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
21 provisions of this Agreement.

22 84. Waiver. No waiver of any condition or covenant contained in this Settlement
23 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered
24 to imply or constitute a further waiver by such party of the same or any other condition, covenant,
25 right or remedy.

26 85. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
27 and conditions of this Agreement. Accordingly, this Agreement will not be construed more
28 strictly against one Party than another merely by virtue of the fact that it may have been prepared

1 by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations
2 between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

3 86. Representation By Counsel. The Parties acknowledge that they have been
4 represented by counsel throughout all negotiations that preceded the execution of this Agreement,
5 and that this Agreement has been executed with the consent and advice of counsel and reviewed
6 in full. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the
7 Agreement.

8 87. All Terms Subject to Final Court Approval. All amounts and procedures described
9 in this Settlement Agreement herein will be subject to final Court approval.

10 88. Cooperation and Execution of Necessary Documents. The Parties agree to
11 cooperate to promote participation in the Settlement, and in seeking court approval of the
12 Settlement. The Parties and their counsel agree not to take any action to encourage any Class
13 Members to opt out of and/or object to the Settlement. Defendants agree not to obtain any
14 settlement agreement waivers, so called "Pick Up Stix" agreements or arbitration agreements
15 from any Class Member prior to the funding of the Gross Settlement Amount concerning claims
16 released via this Agreement, or enter into any arbitration agreement with any Class Member that
17 covers the claims released via this Agreement during the Settlement approval process prior to the
18 funding of the Gross Settlement Amount and that the Parties will work in good faith to reach an
19 agreement approved by the Court.

20 89. Enforcement and Continuing Jurisdiction of the Court. To the extent consistent
21 with class action procedure, this Settlement Agreement shall be enforceable by the Court pursuant
22 to California Code of Civil Procedure § 664.6. The Court shall retain continuing jurisdiction over
23 this Action and over all Parties and Class Members, to the fullest extent to enforce and effectuate
24 the terms and intent of this Settlement Agreement, and to adjudicate any claimed breaches of this
25 Settlement Agreement. The Court may award reasonable attorneys' fees and costs to the
26 prevailing party in any motion or action taken and based on an alleged violation of any material
27 term of the Settlement Agreement. Any attorneys' fees or costs awarded pursuant to this
28 paragraph shall be separate from and in addition to any fees awarded pursuant to Paragraph 46(a).

1 90. Voluntary Agreement. The Parties acknowledge that they have entered into this
2 Settlement Agreement voluntarily, on the basis of their own judgment and without coercion,
3 duress, or undue influence of any Party, and not in reliance on any promises, representations, or
4 statements made by the other Parties other than those contained in this Settlement Agreement.
5 Each of the Parties hereto expressly waives any right she/it might ever have to claim that this
6 Settlement Agreement was in any way induced by fraud.

7 91. Confidentiality. The Parties and their counsel agree to keep the terms of the
8 Settlement confidential until the filing of Plaintiff's Motion for Preliminary Approval unless
9 required to provide information to a court. Plaintiff, and Class Counsel agree that they will not
10 issue any press releases, initiate any contact with the press, respond to any press inquiry or have
11 any communication with the press about the Action and/or the fact, amount or terms of the
12 Settlement. In addition, Plaintiff and Class Counsel agree that they will not engage in any
13 advertising or distribute any marketing materials relating to the Settlement, including but not
14 limited to any postings on any websites maintained by Class Counsel; provided, however, that
15 Class Counsel may state that it has settled a class action claim against a company so long as
16 neither Defendants, nor the Plaintiff are identified. In addition, Class Counsel may list the case
17 name, number, and a brief description of the claims in their declarations in support of
18 qualifications as class counsel in future filings. Notwithstanding anything in this provision, Class
19 Counsel can discuss the Settlement with Plaintiff and with Class Members and can include it in
20 all necessary Court and ancillary documents supporting the resolution of this Action. Nothing in
21 this paragraph is intended to interfere with Class Counsel's duties and obligations to faithfully
22 discharge their duties as Class Counsel, including but not limited to, communicating with Class
23 Members regarding the settlement.

24 92. Binding Agreement. The Parties warrant that they understand and have full
25 authority to enter into this Settlement, and further intend that this Settlement Agreement will be
26 fully enforceable and binding on all Parties, and agree that it will be admissible and subject to
27 disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality
28 provisions that otherwise might apply under federal or state law.

93. Authorization by Plaintiff. Plaintiff agrees not to request to be excluded from the Class and not to object to any terms of this Agreement. Any such request for exclusion or objection shall therefore be void and of no force or effect.

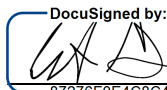
94. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

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

APPROVED AS TO FORM AND CONTENT:

Dated: 1/12/2023

PLAINTIFF

By:  87276F0E4C8C49B...

Esteban Guardado

Dated: _____

**DEFENDANT VOTAW PRECISION
TECHNOLOGIES, INC.**

By: _____

Name: _____

Title: _____

Dated: _____

DEFENDANT DOERFER CORPORATION

93. Authorization by Plaintiff. Plaintiff agrees not to request to be excluded from the Class and not to object to any terms of this Agreement. Any such request for exclusion or objection shall therefore be void and of no force or effect.

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

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

APPROVED AS TO FORM AND CONTENT:

Dated: _____

PLAINTIFF

By: _____

Esteban Guardado

Dated: 01/13/2023

**DEFENDANT YOTAW PRECISION
TECHNOLOGIES, INC.**

By: 

Name: KEVIN P. SCHRAGE

Title: COD

Dated: 01/13/2023

DEFENDANT DOERFER CORPORATION

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By: 
Name: KEVIN P. SCHRAGE
Title: DIRECTOR-STRATEGIC INITIATIVES

Dated: _____

DEFENDANT TBGA LLC

By: _____
Name: _____
Title: _____

Dated: _____

DEFENDANT BURTEK HOLDINGS, INC.

By: _____
Name: _____
Title: _____

Dated: _____

DEFENDANT BURTEK ENTERPRISES INC.

By: _____
Name: _____
Title: _____

Dated: _____

DEFENDANT JEFF DANIEL

Name: _____

Dated: _____

DEFENDANT WYNNCHURCH CAPITAL PARTNERS

By: _____

Name: _____

Title: _____

Dated: 01/06/2023

DEFENDANT TBGA LLC

By: *Duncan Bourne*

Name: Duncan Bourne

Title: Authorized Representative

Dated: 01/06/2023

DEFENDANT BURTEK HOLDINGS, INC.

By: *Duncan Bourne*

Name: Duncan Bourne

Title: Authorized Representative

Dated: 01/06/2023

DEFENDANT BURTEK ENTERPRISES INC.

By: *Duncan Bourne*

Name: Duncan Bourne

Title: Authorized Representative

Dated: _____

DEFENDANT JEFF DANIEL

Name: _____

Dated: _____

**DEFENDANT WYNNCHURCH CAPITAL
PARTNERS**

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Dated: 1/9/2023

Dated: _____

By: _____

Name: _____

Title: _____

DEFENDANT TBGA LLC

By: _____

Name: _____

Title: _____

DEFENDANT BURTEK HOLDINGS, INC.

By: _____

Name: _____

Title: _____

DEFENDANT BURTEK ENTERPRISES INC.

By: _____

Name: _____

Title: _____

DEFENDANT JEFF DANIEL

Name:  _____

DEFENDANT WYNNCHURCH CAPITAL PARTNERS

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Title: _____

Dated: _____

DEFENDANT BURTEK HOLDINGS, INC.

By: _____

Name: _____

Title: _____

Dated: _____

DEFENDANT BURTEK ENTERPRISES INC.

By: _____

Name: _____

Title: _____

Dated: _____

DEFENDANT JEFF DANIEL

Name: _____

Dated: January 6, 2023

DEFENDANT WYNNCHURCH CAPITAL PARTNERS

By:  _____

Name: Roy E. Sroka

Title: CFO of Wynnchurch Management, Ltd.

Dated: January 6, 2023

DEFENDANT WYNNCHURCH CAPITAL L.P.

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Dated: January 6, 2023

Dated: _____

1856-1157-1009.1 / 106062-1002

By:  _____

Name: Roy E. Sroka

Title: Partner / CFO / CCO

**DEFENDANT WYNNCHURCH CAPITAL,
LLC**

By:  _____

Name: Roy E. Sroka

Title: Partner / CFO / CCO

DEFENDANT STEVE LAMB

By: _____

Name: _____

Title: _____

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Dated: _____

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Dated: _____

4872-7884-6536.1 / 106062-1002

By: _____

Name: _____

Title: _____

**DEFENDANT WYNNCHURCH CAPITAL
L.P.**

By: _____

Name: _____

Title: _____

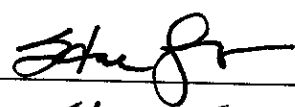
**DEFENDANT WYNNCHURCH CAPITAL,
LLC**

By: _____

Name: _____

Title: _____

DEFENDANT STEVE LAMB

By: 

Name: Steven G. LAMB

Title: President