

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Agreement”) is made by and between plaintiff Andres Carrillo (“Plaintiff”) and defendant Griswold Industries, Inc. (“Defendant”). Plaintiff and Defendant collectively are referred to in this Agreement as the “Parties.”

I. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

- A. “Action” means the Class Action Complaint that was filed in California state court and any amendments thereto (including but not limited to the First Amended Complaint), which is captioned *Carrillo v. Griswold Industries*, Case No. 30-2020-01145111-CU-OE-CXC, pending in Superior Court of the State of California, County of Orange.
- B. “Class” means all individuals who worked for Defendant in California as non-exempt employees during the Class Period.
- C. “Class Claims” means all class action claims pursued in the Action or that could be pursued in the Action based on the facts asserted in the Action.
- D. “Class Counsel” means Samuel A. Wong, Carolyn Bell, and Jessica L. Campbell of Aegis Law Firm, PC.
- E. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.
- F. “Class Data” means, for each Class Member, his or her name; last-known mailing address; Social Security number; his or her employee identification number; his or her email address (if known); and, his or her dates of employment as a non-exempt employee and/or number of workweeks worked during the Class Period as a Class Member. Because Class Members’ and PAGA Group members’ private information is included in the Class Data, the Settlement Administrator shall maintain the Class Data in confidence, shall limit access to the information to only those employees of the Settlement Administrator with a need to use the Class Data as part of the administration of the Settlement, and shall use and disclose of Class Data only for the purposes of this Settlement and for no other purpose.
- G. “Class Member” is a member of the Class.

- H. “Class Notice” means the Notice of Proposed Settlement of Class Action and Hearing Date for Final Court Approval substantively in the form attached hereto as Exhibit A to this Agreement and incorporated by reference into this Agreement.
- I. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Settlement Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Settlement Administrator).
- J. “Class Period” means the period of time from June 25, 2016 to July 10, 2021.
- K. “Class Representative Service Payment” means the service payment made to Plaintiff in his capacity as Class Representatives in order to compensate him for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s expenses in the event Plaintiff was unsuccessful in the prosecution of the Action, and for the general release of all claims by the Plaintiff.
- L. “Court” means the Superior Court of California, County of Orange.
- M. “Defendant” means Griswold Industries, Inc.
- N. “Defendant’s Counsel” means Craig D. Nickerson and Janna I. Jamil of Gordon Rees Scully Mansukhani, LLP.
- O. “Effective Date” means the date by which all of the following have occurred:
1. This Agreement is approved by the Court; and
 2. The Judgment becomes Final as defined in Section I.(Q) of this Agreement.
- P. “Election Not to Participate in Settlement” means the written request by a Class Member to exclude himself or herself from the Settlement submitted in accordance with the instructions in the Class Notice.
- Q. “Final” means the last of the following dates, as applicable, and Defendant will not be obligated to fund this Settlement, until and unless there is no timely possibility of an appeal or further appeal that could potentially prevent this Settlement from becoming final and binding:
1. If no objection to the Settlement is made, the date the Judgment is entered.
 2. If an objection to the Settlement is made and Judgment is entered, but no appeal is filed, the last date on which a notice of appeal from the Judgment may be filed and none is filed.
 3. If Judgment is entered and a timely appeal from the Judgment is filed, the date the Judgment is affirmed and is no longer subject to appeal.

- R. “Final Approval Hearing” means the hearing to be conducted by the Court to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- S. “Gross Settlement Amount” means \$1,650,000.00 to be paid by Defendant as provided by this Agreement. This amount is an all-in amount without any reversion to Defendant and shall be inclusive of all payments of Settlement Shares to the Class Members, Settlement Administration Expenses, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments and the PAGA Payment contemplated in this resolution in this Agreement, and excluding any employer payroll taxes, if any, due on the portion of the Settlement Shares allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant.
- T. “Judgment” means the Final Approval Order and Judgment entered by the Court substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- U. “Net Settlement Amount” means the Gross Settlement Amount less the Court-approved amounts for the Class Representative Service Payments, the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the LWDA Payment, and the Settlement Administration Expenses.
- V. “Non-Participating Class Member” means a Class Member who submits a valid and timely Election Not to Participate in Settlement.
- W. “PAGA Claims” means all claims for penalties pursuant to the Private Attorneys General Act pursued in the Action or that could be pursued in the Action based on the facts asserted in the Action.
- X. “PAGA Group” means all individuals who worked for Defendant in California as non-exempt employees during the PAGA Period.
- Y. “PAGA Period” means the period of time from June 25, 2019 to July 10, 2021.
- Z. “Participating Class Member” means a Class Member who does not submit a valid and timely Election Not to Participate in Settlement.
- AA. “Preliminary Approval of the Settlement” means the Court’s Order Granting Preliminary Approval of the Settlement substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
- BB. “Released Parties” collectively means Defendant, together with all Defendant’s past, present, and future parents, subsidiaries, affiliates, divisions, joint ventures, licensees, franchisees, shareholders, officers, directors, members, investors, agents, employees, consultants, representatives, fiduciaries, insurers (including Travelers), attorneys, legal representatives, predecessors, successors, and assigns.

- CC. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement.
- DD. “Settlement Administrator” means the administrator proposed by the Parties and appointed by the Court to administer the Settlement.
- EE. “Settlement Share” means each Participating Class Member’s share of the Net Settlement Amount as provided by this Agreement.

II. RECITALS

- A. On June 25, 2020, Plaintiff submitted notice to the Labor and Workforce Development Agency (“LWDA”) of his intent to pursue civil penalties pursuant to the Private Attorneys General Act of 2004, Cal. Labor Code §§ 2698, *et seq.* (“PAGA”).
- B. On June 25, 2020, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of Orange. Plaintiff asserted claims that Defendant:
1. Failed to pay minimum wages in violations of California Labor Code §§ 1194, 1197 & 1197.1;
 2. Failed to pay overtime wages in violation of California Labor Code § 510, 1194 & 1198;
 3. Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 4. Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 5. Made unlawful deductions;
 6. Failed to reimburse employees for required expenses in violation of California Labor Code § 2802;
 7. Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
 8. Failed to timely pay wages when due in violation of California Labor Code § 203; and
 9. Violated California Business and Professions Code § 17200 *et seq.*
- C. On January 13, 2021, Plaintiff filed a First Amended Complaint asserting a further cause of action pursuant to the PAGA.
- D. On February 10, 2021, Plaintiff stipulated to a 15-day extension for Defendant to respond to the First Amended Complaint.

- E. On February 22, 2021, the Parties filed their Stipulation of The Parties to Stay Discovery and Motion Practice Until After Mediation.
- F. On May 10, 2021, the Parties participated in an all-day mediation presided over by Jeffrey A. Ross, Esq., a respected mediator of wage and hour class actions. Following the mediation, each side, represented by its respective counsel, were able to agree to settle the Action based on a mediator's proposal which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.
- G. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiff or the Class have merit or that Defendant bears any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

III. SETTLEMENT TERMS AND CONDITIONS

- A. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Gross Settlement Amount that Defendant will pay under this Settlement is \$1,650,000.00. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Settlement Shares allocated to wages which shall be separately paid by Defendant to the Settlement Administrator. All of the Gross Settlement Amount will be disbursed pursuant to this Agreement without the need to submit a claim form and none of the Gross Settlement Amount will revert to Defendant. If the number of Class Members exceeds 563 by more than 10% as of the end date of the Class Period, July 10, 2021, the Gross Settlement Amount will increase pro rata \$2,930.73 per additional class member.
- B. **Payments from the Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Gross Settlement Amount:
 - 1. **To Plaintiff:** In addition to the Settlement Shares to be paid to Plaintiff, Plaintiff will apply to the Court for an award of not more than \$5,000.00 as his Class Representative Service Payment. Defendant will not oppose a Class Representative Service Payment of no more than \$5,000.00 to be paid to Plaintiff. The Settlement Administrator will pay the Class Representative Service Payment approved by the Court out of the Gross Settlement Amount. If the Court approves a Class Representative Service Payment of less than \$5,000.00 to Plaintiff, the remainder will be retained in the Net

Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions will not be taken from the Class Representative Service Payment and instead a Form 1099 will be issued to Plaintiff with respect to the payment. To receive the payment, the Plaintiff agrees to a general release of all claims with a 1542 waiver as set forth below.

2. **To Class Counsel:** Class Counsel will apply to the Court for an award of not more than One-Third of the Gross Settlement Amount, which is presently \$550,000.00 as their Class Counsel Fees Payment and an amount not more than \$15,000 for all expenses incurred as documented in Class Counsel's billing records as their Class Counsel Litigation Expenses Payment. Defendant will not oppose their request for a Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment consistent with this Agreement and approved by the Court. The Settlement Administrator will pay the amounts approved by the Court out of the Gross Settlement Amount. If the Court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment of less than these amounts, which are presently \$550,000.00, and \$15,000 respectively, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions, if any, will not be taken from the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment and instead one or more Forms 1099 will be issued to Class Counsel with respect to those payments. The payment of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment shall be made to Class Counsel.
3. **The PAGA Payment.** The Parties will seek approval from the Court for the PAGA Payment of \$60,000.00 out of the Gross Settlement Amount, which shall be allocated 75% (\$45,000.00) to the LWDA (the "LWDA Payment") as the LWDA's share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA and 25% (\$15,000.00) to be retained in the Net Settlement Amount for distribution to the PAGA Group. If the Court approves a PAGA Payment of less than \$60,000.00, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members.
4. **To the Settlement Administrator.** The Settlement Administrator will pay out of the Gross Settlement Amount to itself its reasonable fees and expenses that are documented and approved by the Court in an amount not to exceed \$10,000 ("Settlement Administration Expenses"). To the extent the Settlement Administration Expenses that are documented and approved by the Court are less than \$10,000, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members.

- C. **Payments From the Net Settlement Amount.** The Net Settlement Amount shall include the following payments after the deductions have been made from the Gross

Settlement Amount as described in this Agreement. The Net Settlement Amount shall include the following:

1. **Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Participating Class Member. The submission of a claim form is not required to be paid.
 2. **Calculation.** Each Participating Class Member will be entitled, provisionally, to a share or shares of the Net Settlement Amount. The Settlement Share for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of workweeks worked for all Participating Class Members that occurred during the Class Period and (b) multiplying the result by each individual Participating Class Member's workweeks that occurred during the Class Period. Defendant's payroll records shall control, but Class Members will have the right to challenge the number of workweeks/pay periods.
 3. **Withholding.**
 - a. Subject to approval by the Court, 30% of each Participating Class Member's Settlement Share is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2 and shall be paid for from the Gross Settlement Amount.
 - b. Subject to approval by the Court, 70% of each Participating Class Member's Settlement Share is in settlement of claims for interest and penalties allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings, and shall be reported on IRS Form 1099.
 4. **Effect of Non-Participating Class Members.** Non-Participating Class Members will receive no Settlement Share, and their Election Not to Participate in Settlement will reduce neither the Gross Settlement Amount nor the Net Settlement Amount. Their respective Settlement Shares will remain a part of the Net Settlement Amount for distribution to Participating Class Members on a *pro rata* basis relative to their Settlement Shares.
- D. **Appointment of Settlement Administrator.** After obtaining a quote from mutually acceptable and qualified settlement administrators, the Parties have mutually agreed to ask the Court to appoint ILYM Group, Inc. as the qualified administrator, to serve as the Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The duties of the Settlement Administrator will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a

toll-free telephone number to receive calls from Class Members; receiving and reviewing for validity completed Elections Not to Participate in Settlement; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of completed Elections Not to Participate in Settlement; calculating Settlement Shares; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Settlement Administrator will have the authority to resolve all disputes concerning the calculation of a Participating Class Member's Settlement Share, subject to the dollar limitations and calculations set forth in this Agreement. The Settlement Administration Expenses, including the cost of printing and mailing the Class Notice Packet, will be paid out of the Gross Settlement Amount.

The Settlement Administrator shall have its own Employer Identification Number under Internal Revenue Service Form W-9 and shall use its own Employer Identification Number in calculating payroll withholdings for taxes and shall transmit the required employers' and employees' share of the withholdings to the appropriate state and federal tax authorities. The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

E. Procedure for Approving Settlement.

1. Motion for Preliminary Approval of Settlement by the Court.

- a. After Execution of this Settlement Agreement, Plaintiff will file a Preliminary Approval Motion with the Court for an order giving Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice (the "Motion for Preliminary Approval"). Any disagreement among the Parties concerning the Class Notice, the proposed orders, or other documents necessary to implement the Settlement will be referred to the mediator for resolution.
- b. At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the motion, and submit an Order Granting Preliminary Approval of the Settlement substantially in the form evidenced by Exhibit B to this Agreement and incorporated by reference into this Agreement. At a minimum the Order Granting Preliminary Approval shall:
 - (i) Conditionally certify the Class and the Class claims;
 - (ii) Conditionally appoint Plaintiff and Class Counsel as representatives of the proposed Class;
 - (iii) Appoint ILYM Group, Inc. as the settlement administrator, and order the Settlement Administrator to provide notice of the settlement as outlined herein;

- (iv) Confirm that the procedure for distributing the Class Notice (discussed below) (i) constitutes the best practicable notice; (ii) constitutes notice that is reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action, and their right to exclude themselves from or object to the proposed settlement and to appear at the Final Approval Hearing; (iii) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) meets all applicable requirements of due process, and any other applicable rules or law;
 - (v) Impose a stay on all litigation of the Action pending the Final Approval Hearing, or prohibit Plaintiff and Class Members from prosecuting any claims within the jurisdiction of the court in which the Action is pending against Defendant or the Released Parties pending the Final Approval Hearing; and
 - (vi) Order that the preliminary approval of the Settlement, certification of the Class Members and Class claims and all actions associated with them, are undertaken on the condition that they shall be vacated if the Settlement Agreement is terminated or disapproved in whole or in part by the Court, or any appellate court and/or other court of review in which event the Settlement Agreement and the fact that it was entered into shall not be offered, received, or construed as an admission or as evidence for any purpose, including but not limited to an admission by any Party of liability or non-liability or of the certifiability of a litigation class or the appropriateness of maintaining a representative action.
- c. Should the Court decline to preliminarily approve material aspects of the Settlement (including but not limited to the scope of release to be granted by Participating Class Members or the binding effect of the Settlement on Participating Class Members), the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval.

2. **Notice to Class Members.** After the Court enters an Order Granting Preliminary Approval of the Settlement, every Class Member will be sent the Class Notice Packet (which will include the Class Notice completed to reflect the Order Granting Preliminary Approval of the Settlement and showing the Class Member's Settlement Share) as follows:

- a. No later than 14 days after the Court enters an Order Granting Preliminary Approval of the Settlement, Defendant will provide to the Settlement Administrator an electronic database containing each Class Member's Class Data. If any or all of the Class Data is

unavailable to Defendant, Defendant will so inform Class Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon the Class Data prior to when it must be submitted to the Settlement Administrator. This information will otherwise remain confidential and will not be disclosed to anyone, except as required to applicable taxing authorities, in order to carry out the reasonable efforts described in section III.E.2.c., or pursuant to Defendant's express written authorization or by order of the Court. All Class Data will be used for settlement notification and settlement administration and shall not be used for any other purpose by Class Counsel.

- b. The Settlement Administrator shall update the Class Data using the National Change of Address database prior to mailing the Class Notice Packets. Using best efforts to mail it as soon as possible, and in no event later than 14 days after receiving the Class Data, the Settlement Administrator will mail the Class Notice Packets to all Class Members via first-class regular U.S. Mail using the mailing address information provided by Defendant, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement.
- c. If a Class Notice Packet is returned because of an incorrect address, the Settlement Administrator will promptly, and not longer than five (5) days from receipt of the returned packet, search for a more current address for the Class Member and re-mail the Class Notice Packet to the Class Member. The Settlement Administrator will use the Class Data and otherwise work with Defendant to find a more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, Court orders, and fee, as agreed to with Class Counsel and according to the following deadlines, to trace the mailing address of any Class Member for whom a Class Notice Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address using available email addresses, phone numbers, social security numbers, credit reports, LinkedIn, and Facebook; and promptly re-mailing to Class Members for whom new addresses are found. If the Class Notice Packet is re-mailed, the Settlement Administrator will note for its own records and notify Class Counsel and Defendant's Counsel of the date and address of each such re-mailing as part of a weekly status report provided to the Parties.
- d. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendant's Counsel of the number of

Elections Not to Participate in Settlement it receives (including the numbers of valid and deficient), and number of objections received.

- e. Not later than 10 days before the date by which Plaintiff files the motion for final approval of the Settlement, the Settlement Administrator will provide the Parties for filing with the Court a declaration of due diligence setting forth its compliance with its obligations under this Agreement and detailing the Elections Not to Participate in Settlement it received (including the numbers of valid and deficient Elections) and objections received. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

3. **Objections to Settlement; Disputes as to Workweeks allocated to Class Members; Elections Not to Participate in Settlement.** Participating Class Members may submit objections to the Settlement. Class Members may also submit disputes as to workweeks allocated to them and Elections Not to Participate in Settlement pursuant to the following procedures:

- a. **Objections to Settlement.** The Class Notice will provide that Participating Class Members who wish to object to the Settlement may object to the proposed Settlement, either in writing or orally at the Final Approval Hearing. Objections in writing must be submitted to the Settlement Administrator with copies to Class Counsel and Defendant's Counsel, postmarked not later than forty-five (45) calendar days after the Settlement Administrator mails the Class Notice Packets. Written objections must set forth the grounds for the objection(s) and comply with the instructions in the Class Notice. Alternatively, Class Members shall be entitled to be heard at the Final Approval Hearing (whether individually or through separate counsel) to orally object to the Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or the Class Representative Service Payments. A Participating Class Member who does not submit an objection in the manner and by the deadline specified above and in the Class Notice will be deemed to have waived any objection and will be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. Non-Participating Class Members shall have no ability to comment on or object to the Settlement.
- b. **Disputes as to Workweeks.** Each Class Member shall also have forty-five (45) calendar days after the Settlement Administrator mails the Class Notice Packets in which to dispute the number or workweeks the Class Notice allocates to them during the Class Period. Any notice of dispute shall be directed to the Settlement Administrator. Any dispute as to this allocation shall be resolved by the Settlement Administrator, with input and assistance from

Defendant's Counsel, where applicable. The Court will make the final decision if any disputes cannot be resolved informally by the Settlement Administrator.

- c. **Election Not to Participate in Settlement.** The Class Notice also will provide that Class Members who wish to exclude themselves from the Settlement must mail to the Settlement Administrator postmarked not later than forty-five (45) calendar days after the Settlement Administrator mails the Class Notice Packets, a signed Election Not to Participate in Settlement. To be valid, an Election Not to Participate in Settlement must be timely and must comply with the instructions in the Class Notice. A Non-Participating Class Member will not participate in or be bound by the Settlement and the Judgment. Defendant will remain free to contest any claim brought by any Class Member that would have been barred by this Agreement, and nothing in this Agreement will constitute or be construed as a waiver of any defense Defendant has or could assert against such a claim. A Class Member who does not complete and mail a timely Election Not to Participate in Settlement in the manner and by the deadline specified above and in the Class Notice will automatically become a Participating Class Member and will be bound by all terms and conditions of the Settlement, including the Released Class Claims by the Class, if the Settlement is approved by the Court, and by the Judgment, regardless of whether he or she has objected to the Settlement. Persons who submit an Election Not to Participate in Settlement shall not be permitted to file objections to the Settlement or appear at the Final Approval Hearing to voice any objections to the Settlement.

All Participating Class Members who do not submit a valid and timely Election Not to Participate in Settlement will receive a Settlement Share, without the need to file a claim form, and will be bound by all of the terms of the Settlement, including without limitation, the release of the Released Class Claims by the Participating Class Members set forth in this Agreement.

- d. **Report.** Not later than ten (10) calendar days after the deadline for submission of Elections Not to Participate in Settlement, the Settlement Administration will provide Class Counsel and Defendant's Counsel with a complete and accurate list of all Participating Class Members and all Non-Participating Class Members.
- 4. **Right of Defendant to Reject Settlement.** If more than ten percent (10%) of the Class Members timely submit valid Elections Not to Participate in Settlement, Defendant will have the sole right, but not the obligation, to void the Settlement, in which case the Parties will have no further obligations under the Settlement, including any obligation by Defendant to

pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under this Agreement, except that Defendant will pay the Settlement Administration Expenses incurred as of the date that Defendant exercises the right to void the Settlement pursuant to this Paragraph. Defendant will notify Class Counsel and the Court whether it is exercising its right pursuant to this Paragraph not later than ten (10) calendar days after the Settlement Administrator notifies the Parties of the number of valid Elections Not to Participate in Settlement it has received.

5. **No Solicitation.** The Parties and their counsel represent that neither the Parties nor their respective counsel have or will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, appeal from the Judgment, or elect not to participate in the Settlement, except as required by their ethical duties.

6. **Additional Briefing and Final Approval.**

- a. Unless otherwise ordered by the Court, Class Counsel will file with the Court their motion for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment no later than the date Plaintiff files the Motion for Final Approval, and the application will be scheduled to be heard by the Court at the Final Approval Hearing.
- b. Not later than sixteen (16) court days before the Final Approval Hearing, Plaintiff will file with the Court a motion for final approval of the Settlement, the PAGA Payment, and payment of the Settlement Administration Expenses.
- c. If any opposition is filed to the motion for final approval and/or the motion for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the PAGA Payment, then not later than five (5) court days before the Final Approval Hearing, both Parties may file a reply in support of the motion for final approval, and Plaintiff and Class Counsel may also file a reply in support of their motion for the Class Representative Service Payment, the Class Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment.
- d. If the Court does not grant final approval of the Settlement or grants final approval conditioned on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), then the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval. However, an award by the Court of a lesser amount than that sought by Plaintiff and Class Counsel for the PAGA Payment, Class Representative Service Payments, the Class Counsel Fees Payment, or the Class

Counsel Litigation Expenses Payment, will not constitute a material modification to the Settlement within the meaning of this paragraph.

- e. Upon final approval of the Settlement by the Court at or after the Final Approval Hearing, the Parties will present for the Court's approval and entry the Judgment substantially in the form attached hereto as Exhibit C. The Final Approval and Judgment must be approved by Defendant and, at a minimum, adjudge the following:
- (i) The Settlement Administrator has fulfilled its initial notice and reporting duties under the Settlement and that the Class Notice (i) constituted the best practicable notice; (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action, and their right to exclude themselves from or object to the proposed settlement and to appear at the Final Approval Hearing; (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) met all applicable requirements of due process, and any other applicable rules or law.
 - (ii) The Settlement as fair, reasonable, and adequate;
 - (iii) Plaintiff and Class Counsel may adequately represent the Class Members for the purpose of entering into and implementing the Agreement;
 - (iv) The Settlement Administrator is to execute the distribution of proceeds pursuant to the terms of this Agreement;
 - (v) Without affecting the finality of the Final Approval order and Judgment, the Court retains continuing jurisdiction over Plaintiff, Defendant, and the Class Members as to all matters concerning the administration, consummation, and enforcement of this Settlement Agreement;
 - (vi) As of the date Final Approval, Plaintiff and Class Members and their Legally Authorized Representatives, heirs, estates, trustees, executors, administrators, principals, beneficiaries, representatives, agents, assigns, and successors, and/or anyone claiming through them or acting or purporting to act for them or on their behalf, regardless of whether they have received actual notice of the proposed Settlement, have conclusively compromised, settled, and discharged Plaintiff's Complete and General Release (in the case of Plaintiff) and the Class members' release of the Released Class Claims as called for in this Agreement (in the case of the Class Members); and release of FLSA claims against Defendant

and the Released Parties (as defined in Section F below), and are bound by the provisions of this Settlement Agreement;.

- (vii) As of the date of Final Approval, All PAGA Claims are settled and Class Members are prohibited from pursuing a further action under PAGA for the PAGA Claims;
 - (viii) Notwithstanding the submission of a timely request for exclusion, PAGA Group members are still bound by the settlement and release of the PAGA Claims or remedies under the Judgment pursuant to *Arias v. Superior Court* (2009) 46 Cal. 4th 969, as requests for exclusion do not apply to the PAGA Claims, and further affirms that the State's claims for civil penalties for the released PAGA Claims are also extinguished;
 - (ix) This Settlement Agreement and the Final Approval order and Judgment to be binding on, and have *res judicata* and preclusive effect in, all pending and future lawsuits or other proceedings that encompass Plaintiff's and Class Members' claims released herein, and that are maintained by or on behalf of Plaintiff and Class Members and/or their heirs, estates, trustees, executors, administrators, principals, beneficiaries, representatives, agents, assigns, and successors, and/or anyone claiming through them or acting or purporting to act for them or on their behalf;
 - (x) Plaintiff and the Class Members are permanently barred from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any other lawsuit or administrative, regulatory, arbitration, or other proceeding in any jurisdiction based on the claims released herein;
 - (xi) The Settlement provided for herein, and any proceedings undertaken pursuant thereto, are not, and should not in any event be offered, received, or construed as evidence of, a presumption, concession, or an admission by any Party of liability or non-liability or of the certifiability or non-certifiability of a litigation class or collective, or that PAGA Claims may validly be pursued; provided, however, that reference may be made to this Settlement in such proceedings as may be necessary to effectuate the provisions of this Settlement;
 - (xii) Entering Judgment in the Action;
- f. After entry of the Judgment, the Court will have continuing jurisdiction over the Action and the Settlement solely for purposes

of (i) enforcing this Agreement, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

7. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms and conditions of this Agreement, Plaintiff and Participating Class Members who did not timely submit an objection to the Settlement, Defendant, and their respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, and any extraordinary writ. The Judgment therefore will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. If an appeal is taken from the Judgment, the time for consummation of the Settlement (including making payments under the Settlement) will be suspended until such time as the appeal is finally resolved and the Judgment becomes Final.
8. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion, petition, or application, the reviewing Court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), and that Court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher Court, then the Parties shall work together in good faith to address any concerns raised by the reviewing Court and propose a revised Settlement for the approval of the Court not later than fourteen days after the reviewing Court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Court's award of the Class Representative Service Payment or the Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this paragraph, provided that Defendant's obligation to make payments under this Settlement will remain limited by the Gross Settlement Amount.
9. **Timing of Settlement Funding and Provision of Settlement Shares and Other Payments.** Defendant shall fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. Defendant shall fund the Gross Settlement Amount and the amount necessary to pay Defendant's share of payroll taxes no later than 30 business days after the Judgment becomes final, meaning the date the Judgment is no longer subject to appeal. Within fifteen (15) days after Defendant funds the Gross Settlement Amount, the Settlement Administrator will make payment of all Settlement Shares to Participating Class Members, as well as payment of Settlement Administration Expenses, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative

Service Payments and the LWDA Payment in accordance with this Agreement.

10. **Uncashed Settlement Share Checks.** A Participating Class Member must cash his or her Settlement Share check within 180 days after it is mailed to him or her. If a check is returned to the Settlement Administrator or not cashed within 120 days after the last mailing, the Settlement Administrator will make all reasonable efforts to re-mail it to the affected Participating Class Member at his or her correct address by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook. If the check remains uncashed by the expiration of the 180 days after it is mailed to him or her, the funds from such uncashed checks will be paid to the California Controller's Unclaimed Property Fund in the name of the Participating Class Member and the Participating Class Members remain bound by the Settlement. The Parties agree that this disposition results in no "unpaid residue" within the meaning of California Code of Civil Procedure Section 384, as the entire Net Settlement Amount will be paid out to Participating Class Members, whether or not they all cash their Settlement Share checks.
11. **Final Report by Settlement Administrator to Court.** Within ten days after final disbursement of all funds from the Gross Settlement Amount, the Settlement Administrator will provide the Parties with a declaration proving a final report on the disbursements of all funds from the Gross Settlement Amount.

F. Release of Claims.

1. **Participating Class Members.** Upon entry of final judgment, the Released Parties shall receive a release from the Participating Class Members of all the Class Claims alleged in the operative complaint and which could have been asserted therein based on its facts during the Class Period to include Failure to Pay Minimum Wages and Regular Wages, Failure to Pay Overtime Wages, Failure to Provide Required Meal Periods and Pay Premiums, Failure to Provide Required Rest Periods and Pay Premiums, Unlawful Deductions, Failure to Reimburse/Indemnify for incurred expenses, Failure to Provide Accurate Itemized Wage Statements, Failure to Maintain Accurate Employee Records, Failure to Provide All Wages upon Separation of Employment, Unfair Business Practices in Violation of the Business and Professions Code, and civil penalties based upon these claims pursuant to the PAGA, which occurred during the Class Period and expressly excluding claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period ("Released Class Claims"). Participating Class Members who cash, deposit or otherwise negotiate their settlement checks will opt-in to a release of their FLSA claims which are coextensive with the Released Class Claims.

2. **Plaintiff:** Upon the occurrence of the Effective Date, Plaintiff generally, unconditionally, irrevocably and absolutely releases and discharges the Released Parties from any and all claims related in any way to the transactions or occurrences between them to date, to the fullest extent permitted by law, including, but not limited to, Plaintiff's hiring by and employment with the Defendant, Plaintiff's compensation, wages, or pay of any kind related to the Defendant, and all other losses, liabilities, claims, charges, demands and causes of action, known or unknown, suspected or unsuspected, arising directly or indirectly out of or in any way connected with Plaintiff's employment with the Defendant ("Plaintiff's Complete and General Release"). Plaintiff's Complete and General Release is intended to have the broadest possible application and includes, but is not limited to, any tort, contract, common law, constitutional or other statutory claims, including, but not limited to alleged violations of California state law, the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Equal Pay Act, the Americans with Disabilities Act, the Employee Retirement Income Security Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Occupational Safety and Health Act, the National Labor Relations Act, the Family and Medical Leave Act, the California Family Rights Act, the California Fair Employment and Housing Act, the California Labor Code, the California Constitution, the California Business and Professions Code, the California Industrial Welfare Commission Wage Orders, the California Government Code, as well as any amendments to those laws, and all claims for attorneys' fees, costs and expenses. This release of Plaintiff's Complete and General Release unconditionally, irrevocably and absolutely releases and discharges the Released Parties from any claim that Plaintiff could maintain in any action against any Released Party at the time of the execution of this Settlement Agreement. Notwithstanding the foregoing, this waiver and release of claims does not extend to any rights which as a matter of law cannot be waived and released by private agreement, including rights to sue to enforce this Agreement and rights to unemployment benefits and workers' compensation benefits.

Plaintiff acknowledges that he may discover facts or law different from, or in addition to the facts or law that he knows or believes to be true with respect to the claims and matters released by way of this Agreement and agrees, nonetheless, that this Agreement and the releases contained in it shall be and remain effective in all respects, notwithstanding such different or additional facts or the discovery of them. The Parties declare and represent that they intend this Agreement to be complete and not subject to any claim of mistake, and that the releases herein express full and complete releases, and that they intend that the releases herein shall be final and complete. The Parties execute this release with the full knowledge that this release of the Plaintiff's Complete and General Release cover all possible claims by Plaintiff against the Released Parties, to the fullest extent permitted by law. To the extent permitted by law, Plaintiff expressly waives his right to recovery of any type, including damages, penalties, or

reinstatement, in any administrative or court action, whether state or federal, and whether brought by Plaintiff or on Plaintiff's behalf, related in any way to the matters released herein.

Notwithstanding the provisions of section 1542, and for the purpose of implementing a full and complete release and discharge of all of the Plaintiff's Complete and General Release, Plaintiff expressly acknowledges that this Settlement is intended to include in its effect, without limitation, all Plaintiff's Complete and General Release which Plaintiff does not know or suspects to exist in his favor at the time of execution hereof, and that the Settlement contemplates the extinguishment of all such Plaintiff's Complete and General Release.

Plaintiff and Defendant acknowledge that it is their mutual intent not only to resolve all matters presently in dispute between them, but also by this Agreement to forever prevent the reoccurrence of any question, dispute, or claim regarding the past employment of Plaintiff by Defendant or Released Parties.

3. **Plaintiff's Waiver of Rights Under California Civil Code Section 1542.** As partial consideration for the Class Representative Service Payment, the Plaintiff's Complete and General Release shall include all such claims, whether known or unknown by the releasing party. Thus, even if Plaintiff discovers facts and/or claims in addition to or different from those that he now knows or believes to be true with respect to the subject matter of the Plaintiff's Complete and General Release, those claims will remain released and forever barred. Therefore, with respect to Plaintiff's Complete and General Release, Plaintiff expressly waives and relinquishes the provisions, rights and benefits of section 1542 of the California Civil Code, which reads:

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.

4. **Class Counsel.** As of the date the Judgment becomes Final, and except as otherwise provided by this Agreement and the Judgment, Class Counsel and any counsel associated with Class Counsel waive any claim to costs and attorneys' fees and expenses against Defendant arising from or related to the Action, other than the payments provided herein.
5. **PAGA Claims:** Upon entry of final judgment, Defendant shall receive a release of all PAGA Claims asserted in the operative complaint, or that could have been asserted therein based on its facts, during the PAGA Period including for Failure to Pay Overtime, Failure to Pay Minimum Wage, Failure to Provide Meal Periods and Pay Premiums, Failure to Provide Rest Periods and Pay Premiums, Unlawful Deductions, Failure to Reimburse

Business Expenses, Failure to Provide Accurate Wage Statements, Failure to Provide All Wages upon Separation of Employment, and Failure to Maintain Accurate Employee Records.

- G. **No Effect on Other Benefits.** The Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiff or Participating Class Members, and Plaintiff and Participating Class Members will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.
- H. **Limitation on Public Statements About Settlement.** Plaintiff and Class Counsel represent that they have not and will not issue any press, publications, or other media releases about the Settlement (including, but not necessarily limited to advertising or marketing materials, web sites, or on social media) or have any communication with the press or media or anyone else regarding the Settlement. This provision shall not prohibit Class Counsel from communicating with Class Members after preliminary approval is granted for the sole purpose of administering the Settlement. This provision does not prevent Class Counsel from including this case in the list of cases to be submitted in conjunction with a motion for preliminary approval, final approval, class certification qualifying them to act as Class Counsel in other cases or if ordered by the Court, to be listed as “Carrillo v. Griswold Industries”, Case No. 30-2020-01145111-CU-OE-CXC, Superior Court of California, County of Orange. This provision also does not limit Class Counsel from complying with ethical obligations or from posting court-filed documents on their website for viewing by Class Members. Plaintiff and Class Counsel agree not to respond to any media inquiries except to refer reporters to the papers filed with the court.
- I. **Miscellaneous Terms.**
1. **No Admission of Liability or Class Certification for Other Purposes.**
- a. Defendant and the Released Parties deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, have any liability to anyone under the claims asserted in the Action, or that but for the Settlement a class should be certified in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendant or the Released Parties, or an admission by Plaintiff that any of the claims were non-meritorious or any defense asserted by Defendant was meritorious. This Settlement and the fact that Plaintiff and Defendant were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with effectuating the Settlement pursuant to this Agreement). Nothing in this Agreement shall be constructed as an admission by Defendant of any liability or wrongdoing as to Plaintiff, Class Members, or any

other person, and Defendant specifically disclaim any such liability or wrongdoing. Moreover, it is not, and it should not be construed as, any admission of fact or law in this matter or any other matter that a class action is appropriate. The parties have entered into this settlement with the intention of avoiding further disputes and litigation with the attendant inconvenience, expenses and risks. Nothing in this Agreement shall be construed as an admission by Plaintiff that Plaintiff's claims do not have merit or that class action is inappropriate.

- b. Whether or not the Judgment becomes Final, neither the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, nor any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Plaintiff or Defendant or any of the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.
- c. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings for the limited purpose of enforcing any or all terms of this Agreement or defending any claims released or barred by this Agreement.

- 2. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.
- 3. **Attorney Authorization.** Class Counsel and Defendant's Counsel warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement including any amendments to this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are

unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the mediator for resolution.

4. **No Prior Assignments:** The Parties represent, covenant and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.
5. **No Tax Advice:** Neither Class Counsel nor Defendant's Counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
6. **Modification of Agreement.** Except as set forth in III.I.3 hereinabove, this Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives.
7. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
8. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California.
9. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
10. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
11. **Use and Return of Documents and Data.** All originals, copies, and summaries of documents and data provided to Class Counsel by Defendant in connection with the mediation or other settlement negotiations in this matter may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule. Upon demand, after the Judgment becomes Final, Class Counsel will return or destroy and confirm in writing to Defendant the destruction of all such documents and data.

12. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
13. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To Plaintiff and the Class:

Samuel A. Wong
Jessica L. Campbell
Carolyn Bell
Aegis Law Firm, PC
9811 Irvine Center Drive, Suite 100
Irvine, CA 92618
Tel.: (949) 379-6250
Fax: (949) 379-6251
E-Mail: JCampbell@aegislawfirm.com
Swong@aegislawfirm.com
Cbell@aegislawfirm.com

To Defendant:

Craig D. Nickerson
Janna I. Jamil
Gordon Rees Scully Mansukhani, LLP
101 W. Broadway, Suite 2000
San Diego, CA 92101
Telephone: (619) 230-7705
Facsimile: (619) 696-7124
Email: cnickerson@grsm.com
jjamil@grsm.com

14. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
15. **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 from the mediation with Jeffrey Ross on February 24, 2020 until the earlier of the Effective Date or the reopening of renewed discovery.

16. **Continuing Jurisdiction.** The Court shall retain continuing jurisdiction over the Action under CCP section 664.6 to ensure the continuing implementation of this Agreement and enforcement of the Settlement until performance in full of the terms of this Settlement.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Date: 9/30/21

Date: _____

Andres N. Carrillo
Plaintiff Andres Carrillo

By: _____
Defendant Griswold Industries, Inc.
Name:
Title:

APPROVED AS TO FORM:

Jessica L. Campbell
Samuel A. Wong
Aegis Law Firm, PC
Counsel for Plaintiff

Craig D. Nickerson
Janna I. Jamil
Gordon Rees Scully Mansukhani, LLP
Counsel for Defendant

settlement process from the mediation with Jeffrey Ross on February 24, 2020 until the earlier of the Effective Date or the reopening of renewed discovery.

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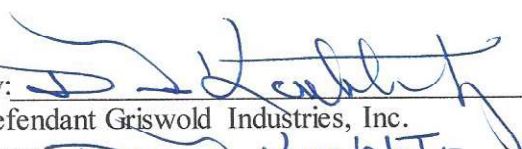
IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Date: _____

Date: 8-11-2021

Plaintiff Andres Carrillo

By: 
Defendant Griswold Industries, Inc.
Name: David Roebnitz
Title: CFO

APPROVED AS TO FORM:

Jessica L. Campbell
Samuel A. Wong
Aegis Law Firm, PC
Counsel for Plaintiff

Craig D. Nickerson
Janna I. Jamil
Gordon Rees Scully Mansukhani, LLP
Counsel for Defendant

settlement process from the mediation with Jeffrey Ross on February 24, 2020 until the earlier of the Effective Date or the reopening of renewed discovery.

16. **Continuing Jurisdiction.** The Court shall retain continuing jurisdiction over the Action under CCP section 664.6 to ensure the continuing implementation of this Agreement and enforcement of the Settlement until performance in full of the terms of this Settlement.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Date: _____

Date: _____

Plaintiff Andres Carrillo

By: _____
Defendant Griswold Industries, Inc.
Name:
Title:

APPROVED AS TO FORM:



Jessica L. Campbell
Samuel A. Wong
Aegis Law Firm, PC
Counsel for Plaintiff



Craig D. Nickerson
Janna I. Jamil
Gordon Rees Scully Mansukhani, LLP
Counsel for Defendant

EXHIBIT A

[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR
FINAL COURT APPROVAL]

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

Carrillo v. Griswold, Superior Court of the
State of California, County of Orange, Case No. 30-2020-01145111-CU-OE-CXC)

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced matter.

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the settlement, your legal rights may be affected.

This Notice is designed to advise you of your rights and options with respect to the settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Settlement Share is: \$<<__>>. See the explanation in Section 5 below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. In exchange for the settlement payment, you will release claims against the Defendant Griswold Industries, Inc. as detailed in Section 4 below. If your address has changed, you must notify the Settlement Administrator as explained in Section 6 below.
Exclude Yourself from Settlement of Class Claims	To exclude yourself from the Settlement of the Class Claims, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement for the Class Claims. However, you will still receive your portion of the PAGA Payment, as requests for exclusion do not apply to the PAGA Claims, as provided below. Instructions are set forth in Section 7 below.
Object	Write to the Court about why you do not agree with the settlement or appear at the Final Approval Hearing to make an oral objection. Directions are provided in Section 8 below.

1. Why did I get this Notice?

A proposed class action settlement (the "Settlement") of the above-captioned action pending in the Superior Court of the State of California, in and for the County of Orange (the "Court") has been reached between Plaintiff Carrillo ("Plaintiff") and Defendant Griswold Industries, Inc. ("Defendant") and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All California citizens currently or formerly employed by Defendant as non-exempt employees in the State of California at any time between June 25, 2016 and July 10, 2021 (“Class”).

All members of the Class who separated their employment with Defendant at any time between June 25, 2017 and July 10, 2021 (“Waiting Time Subclass”).

The “Class Period” is June 25, 2016 to July 10, 2021.

The “PAGA Period” is June 25, 2019 to July 10, 2021.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Class Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On June 25, 2020, Plaintiff Carrillo filed a Complaint against Defendant in the Superior Court of the State of California, County of Orange alleging the following claims against Defendant: failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods or pay premiums in lieu of, failure to provide required rest periods or pay premiums in lieu of, unlawful deductions, failure to reimburse employees for required expenses, failure to provide accurate itemized wage statements, failure to pay all wages due upon separation of employment, and violations of the California Business and Professions Code § 17200 et seq. On January 13, 2021, Plaintiff Carrillo filed a First Amended Complaint asserting a further cause of action pursuant to the Private Attorneys General Act, Cal. Labor Code §§ 2698, *et seq.* (“PAGA”) based upon the above alleged violations.

Defendant denies and disputes all such claims. Specifically, Defendant contends that Plaintiff and the Class Members were properly compensated for all wages due under California law; that Plaintiff and the Class Members were provided with meal and rest periods in compliance with California law; that no unlawful deduction were made; that all necessary reimbursements were paid; that Defendant did not fail to pay to Plaintiff or any Class Members any wages allegedly due at the time of their termination; that Defendant complied with California wage statement requirements; that Defendant are not liable for any of the penalties claimed or that could be claimed in the Action; and that this Action cannot be maintained as a class action or representative action.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firm Aegis Law Firm, PC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of \$1,650,000.00 (the “Gross Settlement Amount”) to fund the settlement of this Action. The Gross Settlement Amount includes all payments of Settlement Shares to Class Members contemplated by the Settlement, the Settlement Administration Expenses, the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the portion of the PAGA Payment for civil penalties allocated to the LWDA (the “LWDA Payment”). Any

employer-side payroll taxes on the portion of the Settlement Shares allocated to wages shall be separately paid by Defendant.

Within thirty (30) business days of the Judgment becoming Final, Defendant will fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. “Final” means the date the Judgment is no longer subject to appeal. Fifteen (15) days after the settlement is funded, the Settlement Administrator will mail checks for the Settlement Shares to Participating Class Members.

Amounts to be Paid From the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount as follows, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before Settlement Shares are made to Class Members who do not request exclusion (“Participating Class Members”):

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$10,000, for expenses, including without limitation expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing Settlement Shares and tax forms, and handling inquiries and uncashed checks.
- Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which is presently \$550,000.00 and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$15,000.00. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses.
- Class Representative Service Payment. A Class Representative Service Payment in an amount not to exceed \$5,000.00 to Plaintiff Carrillo, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.
- PAGA Payment. A payment of \$60,000.00 relating to the claim for penalties under the Private Attorneys Generals Act (“PAGA”), \$45,000.00 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA Payment”). The remaining \$15,000.00 will be retained in the Net Settlement Amount for distribution to Class Members who worked during the PAGA Period.

Calculation of Payments to Class Members. After all of the payments of the court-approved Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representative Service Payment, the LWDA Payment, and the Settlement Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, the “Net Settlement Amount” shall be distributed as Settlement Shares to the Participating Class Members, which are all Class Members who do not opt out. The Net Settlement Amount is estimated to be at least \$ [REDACTED]. Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Participating Class Member.

The Settlement Share for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of workweeks worked for all Participating Class Members that occurred during the Class Period and (b) multiplying the result by each individual Participating Class Member's workweeks that occurred during the Class Period. Defendant has represented that the Class consists of an estimated total of 563 Class Members who collectively worked an estimated _____ workweeks during the Class Period in California.

The PAGA Settlement Shares for each Class Member who worked during the PAGA Period will be calculated by (a) dividing the \$15,000 portion of the PAGA Award by the total number of workweeks Class Members who worked during the PAGA Period and (b) multiplying the result by each individual Class Member's workweeks that occurred during the PAGA Period. Defendant has represented that the Class Members who worked during the PAGA Period consists of an estimated total of ____ Class Members who collectively worked an estimated _____ workweeks during the PAGA Period in California.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Settlement Share to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Thirty percent (30%) of each Participating Class Member's Settlement Share is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Seventy percent 70% of each Participating Class Member's Settlement Share is in settlement of claims for interest and penalties allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings, and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement. The Settlement Administrator will be responsible for issuing IRS Forms W-2 for amounts deemed "wages" and IRS Forms 1099 for the amounts allocated as penalties and interest.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Claims. As of the date the Judgment becomes Final, all Participating Class Members will fully and finally release Defendant, together with all Defendant's past, present, and future parents, subsidiaries, affiliates, divisions, joint ventures, licensees, franchisees, shareholders, officers, directors, members, investors, agents, employees, consultants, representatives, fiduciaries, insurers, attorneys, legal representatives, predecessors, successors, and assigns, altogether the "Released Parties," from all the claims asserted in the operative complaint, or that could have been asserted therein based on its facts, during the Class Period including claims for failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal

periods or pay premiums in lieu of compliant meal periods, failure to provide required rest periods or pay premiums in lieu of compliant rest periods, unlawful deductions, failure to reimburse employees for required expenses, failure to provide accurate itemized wage statements, failure to maintain accurate employee records, failure to pay all wages due upon separation of employment, violations of the California Business and Professions Code § 17200 et seq., and civil penalties pursuant to the PAGA based upon these claims, for alleged violations which occurred during the Class Period and expressly excluding claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period ("Released Class Claims"). Participating Class Members who cash, deposit or otherwise negotiate their settlement checks will opt-in to a release of their FLSA claims which are coextensive with the Released Class Claims.

As of the date the Judgement becomes Final, all Class Members that were employed at some point during the PAGA Period will fully and finally Release the Released Parties from all claims asserted in the operative complaint, or that could have been asserted therein based on its facts, during the PAGA Period pursuant to the Private Attorneys General Act, Cal. Labor Code §§ 2698, *et seq.* ("Released PAGA Claims").

This means that, if you do not timely exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant and any other Released Party about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you. However, you will still be bound by the Released PAGA Claims, even if you timely exclude yourself from the class settlement.

5. How much will my payment be?

Defendant's records reflect that you have <<____>> weeks worked during the Class Period (June 25, 2016 to July 10, 2021).

Based on this information, your estimated Settlement Share is <<____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Class Notice, postmarked no later than _____ [forty-five (45) days after the mailing of the Class Notice].

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your Settlement Share will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: _____ (800) _____.

The Court will hold a Final Approval Hearing on _____ at _____ to decide whether to approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately two months after this hearing. If there are objections or appeals, resolving them can take time, usually more than a year. Please be patient.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement with respect to the Class Claims, you may exclude yourself from the Settlement or “opt out” with respect to the Class Claims only. Notwithstanding the submission of a timely request for exclusion, Class Members are still bound by the settlement and release of the PAGA Claims or remedies under the Judgment pursuant to *Arias v. Superior Court* (2009) 46 Cal. 4th 969, as requests for exclusion do not apply to the PAGA Claims. **Thus, if you opt out, you will NOT receive your portion of the Net Settlement Amount corresponding to the Class Claims, and you will not be bound by the Settlement's terms with respect to the Class Claims, but you will still receive your portion of the PAGA Payment and be bound by the settlement and release of the PAGA Claims.**

To opt out, you must mail to the Settlement Administrator, by First Class Mail, a written, signed and dated request to opt-out postmarked no later than _____ [forty-five (45) days after the date of the Notice]. The request to opt-out must be received by the Settlement Administrator and must state in substance: “I wish to be excluded from the Class in the *Carrillo v. Griswold* lawsuit. I understand that if I ask to be excluded from the Class, I will not receive a settlement share from the settlement of this Action.” The request to opt-out must include the Class Member's signature, full name, address, telephone number, and the name and number of the case, which is *Carrillo v. Griswold*, Case No. 30-2020-01145111-CU-OE-CXC. The request to opt-out must be completed by you. No other person may opt-out for a living member of the Class.

The address for the Settlement Administrator is _____. Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I don't agree with the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement either in writing or in person. Objections that are in writing and must state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair. All written objections or other correspondence must also state the name and number of the case, which is *Carrillo v. Griswold*, in the Superior Court of the State of California, County of Orange, Case No. 30-2020-01145111-CU-OE-CXC.

All written objections must be mailed to the Settlement Administrator at _____ with copies to the Parties' counsel, postmarked no later than _____ [forty-five (45) days after the date of the Notice].

Alternatively, Class Members may appear at the Final Approval Hearing on _____ at _____ to make an oral objection without submitting a written objection. Please check the Court's website for current information concerning appearances and how to view Court proceedings in case in person appearances are not being permitted due to the pandemic.

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as

Class Members who do not object and you will still be mailed a check for your Settlement Share. Any Class Member who does not object in the manner provided in this Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

The address for Class Counsel is as follows:

Class Counsel:

Samuel A. Wong
Kashif Haque
Jessica L. Campbell
Aegis Law Firm, PC
9811 Irvine Center Drive, Suite 100
Irvine, CA 92618
Tel.: (949) 379-6250
Fax: (949) 379-6251
E-Mail: JCampbell@aegislawfirm.com

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at _____ on _____, in Department ____ of the Superior Court of California, County of Orange, [address], before Judge _____. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing as explained on the Court's website.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at _____ or write to *Carrillo v. Griswold* Settlement Administrator, c/o _____; or contact Class Counsel at (949) 379-6250 or their further contact information listed above.

You may view the Settlement Agreement and other court records in the Action for a fee by visiting the California Superior Court for the County of Orange civil clerk's office, or online by visiting the following website: (<https://ocjustice.occourts.org/civilwebShoppingNS/Login.do>) and entering the Case No. 30-2020-01145111-CU-OE-CXC. The Settlement Agreement, this Notice, and other important documents will also be available on the Settlement Administrator's website specific to the case the address for which is [www._____].

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.

- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator will pay all unclaimed funds to the California Controller's Unclaimed Property Fund in the name of the Participating Class Member where the funds can be claimed. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL OF THE SETTLEMENT]

EXHIBIT "B"

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE**

ANDRES CARRILLO, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

GRISWOLD INDUSTRIES; and DOES 1
through 20, inclusive,

Defendants.

Case No.: 30-2020-01145111-CU-OE-CXC

**[PROPOSED] ORDER FOR
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT**

Date:

Time:

Judge: Hon Glenda Sanders

Dept.: CX-101

Complaint Filed: June 25, 2020

This matter has come before the Honorable Glenda Sanders of the Superior Court of the State of California, in and for the County Orange, on _____[DATE], for the motion by Plaintiff Andres Carrillo ("Plaintiff") for preliminary approval of the class settlement with Defendant Griswold Industries, Inc. ("Defendant"). Aegis Law Firm, PC appears as counsel for

1 Plaintiff and on behalf of all others similarly situation and other aggrieved employees, and Gordon
2 Rees Scully Mansukhani, LLP appears as counsel for Defendant.

3 The Court, having considered the papers, argument of counsel, and all matters presented to
4 the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for Preliminary
5 Approval of Class Action Settlement.

6 **IT IS HEREBY ORDERED:**

7 1. The Court preliminarily approves the Class Action Settlement Agreement
8 ("Agreement," or "Settlement Agreement") attached as Exhibit ____ to the Declaration of
9 _____ in Support of Plaintiff's Motion for Preliminary Approval of Class Action
10 Settlement (ROA # ____). This is based on the Court's determination that the Settlement set forth in
11 the Agreement is within the range of possible final approval, pursuant to the provisions of Section
12 382 of the California Code of Civil Procedure and California Rules of Court, rule 3.769.

13 2. This Order incorporates by reference the definitions in the Agreement, and all
14 terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

15 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
16 and reasonable.

17 4. The Court preliminarily finds that the Settlement, including the allocations for the
18 Class Counsel Fees Payment (\$316,666.67 or one-third of the Gross Settlement Amount), Class
19 Representative Service Payment (\$5,000), PAGA Payment (\$45,000), Settlement Administrator
20 Expenses (\$10,000), and payments to the Class Members and PAGA Group provided thereby,
21 appear to be within the range of reasonableness of a settlement that could ultimately be given final
22 approval by this Court. It further appears that investigation and research have been conducted
23 such that counsel for the Parties are able to reasonably evaluate their respective positions. It
24 further appears to the Court that settlement at this time will avoid substantial additional costs by
25 all Parties, as well as avoid the delay and risks that would be presented by the further prosecution
26 of the Action. It further appears that the Settlement has been reached as the result of serious and
27 non-collusive, arms-length negotiations. Indeed, the Court has reviewed the monetary recovery
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1 that is being granted as part of the Settlement and preliminarily finds that the monetary settlement
2 awards made available to the Class Members and PAGA Group are fair, adequate, and reasonable
3 when balanced against the probable outcome of further litigation relating to certification, liability,
4 and damages issues.

5 5. The Court recognizes that Plaintiff and Defendant stipulate and agree to
6 certification of a class for settlement purposes only. This stipulation will not be deemed
7 admissible in this or any other proceeding should this Settlement not become final. For settlement
8 purposes only, the Court conditionally certifies the following Class: “all individuals who worked
9 for Defendant in California as non-exempt employees during the Class Period.” The Class Period
10 is June 25, 2016 to July 10, 2021.

11 6. The Court concludes that, for settlement purposes only, the Class meets the
12 requirements for certification under section 382 of the California Code of Civil Procedure in that:
13 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
14 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
15 community of interest amongst the members of the Class with respect to the subject matter of the
16 litigation; (c) the claims of the Plaintiffs are typical of the claims of the members of the Class; (d)
17 the Plaintiffs can fairly and adequately protect the interests of the members of the Class; (e) a class
18 action is superior to other available methods for the efficient resolution of this controversy; and (f)
19 counsel for the Class is qualified to act as counsel for the Class and the Plaintiffs are adequate
20 representatives of the Class.

21 7. The Court provisionally appoints Plaintiff as the representative of the Class. The
22 Court provisionally appoints Jessica L. Campbell, Carolyn Bell, Kashif Haque, and Samuel A.
23 Wong of Aegis Law Firm, PC as Class Counsel for the Class.

24 8. The Court hereby approves, as to form and content, the Notice of Proposed
25 Settlement of Class Action and Hearing Date for Final Court Approval (“Class Notice”) attached
26 hereto as Exhibit _____. The Court finds that the Class Notice appears to fully and accurately
27 inform the Class of all material elements of the proposed Settlement, of the Class Members’ right
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1 to be excluded from the Class by submitting a written opt-out request, and of each member's right
2 and opportunity to object to the Settlement. The Court further finds that the distribution of the
3 Class Notice substantially in the manner and form set forth in the Agreement and this Order meets
4 the requirements of due process, is the best notice practicable under the circumstances, and shall
5 constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of
6 the Class Notice by first class mail, pursuant to the terms set forth in the Agreement.

7 9. The Court hereby appoints ILYM Group, Inc. as Settlement Administrator. No
8 later than 14 calendar days after preliminary approval of the Settlement by the Court, Defendant
9 shall provide to the Settlement Administrator an electronic spreadsheet with the Class Data. The
10 Settlement Administrator will perform address updates and verifications as necessary prior to the
11 mailing of the Class Notice. Using best efforts to mail it as soon as possible, and in no event later
12 than 14 days after receiving the Class information spreadsheet, the Settlement Administrator will
13 mail the Class Notice to all Class Members via first-class U.S. Mail.

14 10. The Court hereby preliminarily approves the proposed procedure for exclusion
15 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
16 from the Class as provided in the Class Notice by following the instructions for requesting
17 exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must be
18 postmarked by no later than forty-five (45) calendar days after the date of the mailing of the Class
19 Notice and received by the Settlement Administrator. Any such person who chooses to opt out of
20 and be excluded from the Class will not be entitled to any recovery for Class Claims under the
21 Settlement and will not be bound by the Settlement as to any release of Class Claims or have any
22 right to object, appeal or comment thereon. Notwithstanding the submission of a timely request for
23 exclusion, upon final approval of the Settlement, PAGA Group members will still be bound by the
24 settlement and release of the PAGA Claims or remedies under the Judgment pursuant to *Arias v.*
25 *Superior Court* (2009) 46 Cal. 4th 969, as requests for exclusion do not apply to the PAGA
26 Claims. Class Members who have not requested exclusion shall be bound by all determinations of
27 the Court, the Agreement and the Judgment. A request for exclusion may only opt out that
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1 particular individual, and any attempt to effect an opt out of a group, class, or subclass of
2 individuals is not permitted and will be deemed invalid.

3 11. The Court preliminarily approves the Class Release: all the Class Claims alleged in
4 the operative complaint and which could have been asserted therein based on its facts during the
5 Class Period to include Failure to Pay Minimum Wages and Regular Wages, Failure to Pay
6 Overtime Wages, Failure to Provide Required Meal Periods and Pay Premiums, Failure to Provide
7 Required Rest Periods and Pay Premiums, Unlawful Deductions, Failure to Reimburse/Indemnify
8 for incurred expenses, Failure to Provide Accurate Itemized Wage Statements, Failure to Maintain
9 Accurate Employee Records, Failure to Provide All Wages upon Separation of Employment,
10 Unfair Business Practices in Violation of the Business and Professions Code, and civil penalties
11 based upon these claims pursuant to the PAGA, which occurred during the Class Period and
12 expressly excluding claims for vested benefits, wrongful termination, unemployment insurance,
13 disability, social security, workers' compensation, and class claims outside of the Class Period
14 (“Released Class Claims”). Participating Class Members who cash, deposit or otherwise negotiate
15 their settlement checks will opt-in to a release of their FLSA claims which are coextensive with
16 the Released Class Claims.

17 12. The Court preliminarily approves the PAGA Release: all PAGA Claims asserted in
18 the operative complaint, or that could have been asserted therein based on its facts, during the
19 PAGA Period including for Failure to Pay Overtime, Failure to Pay Minimum Wage, Failure to
20 Provide Meal Periods and Pay Premiums, Failure to Provide Rest Periods and Pay Premiums,
21 Unlawful Deductions, Failure to Reimburse Business Expenses, Failure to Provide Accurate Wage
22 Statements, Failure to Provide All Wages upon Separation of Employment, and Failure to
23 Maintain Accurate Employee Records.

24 13. Any Class Member who has not opted out may object or express the Class
25 Member's views regarding the Settlement, may appear at the final approval hearing, and may
26 present evidence and file briefs or other papers that may be proper and relevant to the issues to be
27 heard and determined by the Court as provided in the Notice. Class Members will have forty-five
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1 (45) days from the date of the mailing of the Class Notices to submit their written objections to the
2 Settlement Administrator in accordance with the instructions in the Class Notice. Alternatively,
3 Class Members may appear at the Final Approval Hearing to make an oral objection.

4 14. A Final Approval Hearing shall be held before this Court on _____
5 _____ at _____ a.m. in Department CX-101 of the Orange County Superior Court
6 to determine all necessary matters concerning the Settlement, including: whether the proposed
7 settlement of the Action on the terms and conditions provided for in the Agreement is fair,
8 adequate and reasonable and should be finally approved by the Court; whether the Final Approval
9 Order and Judgment should be entered herein; whether the plan of allocation contained in the
10 Agreement should be approved as fair, adequate and reasonable to the Class Members; and to
11 finally approve attorneys' fees and costs, the service award, the expenses of the Settlement
12 Administrator, and whether the payment allocated to the Labor and Workforce Development
13 Agency ("LWDA") for penalties under the Labor Code Private Attorneys General Act ("PAGA")
14 should be approved.

15 15. A motion for final approval and all papers in support of the motion for final
16 approval and the motion for attorneys' fees, costs and service award shall be filed by Class
17 Counsel with the Court and served on all counsel no later than sixteen (16) court days before the
18 hearing.

19 16. Neither the Settlement nor any exhibit, document, or instrument delivered
20 thereunder shall be construed as a concession or admission by Defendant in any way that the
21 claims asserted have any merit or that this Action was properly brought as a class or representative
22 action, and shall not be used as evidence of, or used against Defendant as, an admission or
23 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
24 omission by Defendant or with respect to the truth of any allegation asserted by any person.
25 Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit,
26 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
27 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or
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deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission, concession or damage, except for legal proceedings concerning the implementation, interpretation, or enforcement of the Settlement.

17. In the event the Settlement does not become effective in accordance with the terms of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Agreement, and expressly reserve their respective rights regarding the prosecution and defense of this Action, including all available defenses and affirmative defenses, and arguments that any claim in the Action could not be certified as a class action and/or managed as a representative action. In such an event, the Court's orders regarding the Settlement, including this Order, shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of the Agreement with respect to the effect of the Agreement if it is not approved.

18. The Court reserves the right to adjourn or continue the date of the final approval hearing and all dates provided for in the Agreement without further notice to Class Members, and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

19. Except as required to implement the Settlement, all proceedings and all litigation of the Action are stayed pending the Final Approval Hearing.

IT IS SO ORDERED.

Dated: _____

HON. GLENDA SANDERS
JUDGE, SUPERIOR COURT OF CALIFORNIA

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

ANDRES CARRILLO, individually and
on behalf of all others similarly situated,

Plaintiffs,

v.

GRISWOLD INDUSTRIES; and DOES
1 through 20, inclusive,

Defendants.

Case No.: 30-2020-01145111-CU-OE-CXC

Assigned for all Purposes to:
Hon Glenda Sanders
Dept CX-101

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND ENTERING JUDGMENT**

Date: _____, 2022
Time: 1:30 p.m.
Dept: CX101

1 This matter came on for hearing on _____, 2022, at 1:30 p.m., in Department CX-
2 101 of the above-captioned Court on the unopposed Motion for Final Approval of Class Action
3 Settlement pursuant to California Rule of Court 3.769, this Court's Order Granting Preliminary
4 Approval and the Class Action Settlement Agreement ("Settlement Agreement"), a copy of
5 which was filed in conjunction with the Plaintiff's Motion for Preliminary Approval of Class
6 Action Settlement.

7 Having received and considered the Settlement Agreement, the supporting papers filed by
8 the Parties, and the evidence and argument received by the Court in conjunction with the
9 unopposed Motion for Preliminary Approval of Class Action Settlement and the instant Motion
10 for Final Approval, the Court grants final approval of the Settlement and HEREBY ORDERS
11 AND MAKES THE FOLLOWING DETERMINATIONS:

12 1. Pursuant to the Order Granting Preliminary Approval, a Notice Packet was sent to
13 each Settlement Class Member by first-class mail. These papers informed the Settlement Class of
14 the terms of the Settlement, their right to receive an Individual Settlement Payment, their right (a)
15 to comment on or object to the Settlement, (b) to request exclusion from the Settlement and pursue
16 their own remedies, and (c) of their right to appear in person or by counsel at the final approval
17 hearing and to be heard regarding approval of the Settlement. Adequate periods of time were
18 provided by each of these procedures. No member of the Class filed written objection to the
19 proposed Settlement as part of this notice process or stated an intention to appear at the final
20 approval hearing.

21 2. The Court finds and determines that this notice procedure afforded adequate
22 protections to Settlement Class Members and provides the basis for the Court to make an informed
23 decision regarding approval of the Settlement based on the responses of the Settlement Class.
24 The Court finds and determines that the notice provided in this case was the best notice
25 practicable, which satisfied the requirements of law and due process.

26 3. With respect to the Settlement Class and for purposes of approving this Settlement
27 only, this Court finds and concludes that: (a) the members of the Settlement Class are
28 ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions

1 of law or fact common to the Settlement Class, and there is a well-defined community of interest
2 among members of the Settlement Class with respect to the subject matter of the Action; (c) the
3 claims of Class Representative Andres Carrillo are typical of the claims of the members of the
4 Settlement Class; (d) the Class Representative has fairly and adequately protected the interests of
5 the members of the Settlement Class; (e) a class action is superior to other available methods for
6 an efficient adjudication of this controversy; and (f) the counsel of record for the Class
7 Representative, i.e., Class Counsel, are qualified to serve as counsel for Plaintiff in their
8 individual and representative capacities for the Class.

9 4. The Court has certified a Settlement Class, as that term is defined in and by the
10 terms of the Settlement Agreement as all current and former non-exempt employees employed
11 by Griswold Industries, Inc. at any time during the Class Period of June 25, 2016, through July
12 10, 2021, and the Court deems this definition sufficient for purposes of California Rule of Court
13 3.765(a).

14 5. The Court hereby confirms Aegis Law Firm, PC as Class Counsel.

15 6. The Court hereby confirms Plaintiff Andres Carrillo as the Class Representative
16 in this Action.

17 7. The Court finds and determines that the terms set forth in the Settlement
18 Agreement are fair, reasonable, and adequate and directs the Parties to effectuate the Settlement
19 according to its terms, having found that the Settlement was reached as a result of informed and
20 non-collusive arm's-length negotiations facilitated by a neutral mediator. The Court further finds
21 that the Parties conducted extensive investigation, research, and discovery and that their attorneys
22 were able to reasonably evaluate their respective positions. The Court also finds that the
23 Settlement will enable the Parties to avoid additional and potentially substantial litigation costs,
24 as well as delay and risks if the Parties were to continue to litigate the case. The Court has
25 reviewed the monetary recovery provided as part of the Settlement and recognizes the significant
26 value accorded to the Class.

27 8. The Court further finds and determines that the terms of the Settlement are fair,
28 reasonable and adequate to the Settlement Class and to each Settlement Class Member and that

1 the Settlement is ordered finally approved, and that all terms and provisions of the Settlement
2 should be and hereby are ordered to be consummated.

3 9. The Court finds and determines that the Individual Settlement Payments to be paid
4 to participating Settlement Class Members as provided for by the Settlement are fair and
5 reasonable. The Court hereby gives final approval to and orders the payment of those amounts
6 be made to the participating Settlement Class Members in accordance with the Settlement
7 Agreement.

8 10. The Court finds and determines that payment to the California Labor and
9 Workforce Development Agency of \$45,000.00 as its share of the settlement of civil penalties in
10 this case is fair, reasonable, and appropriate. The Court hereby gives final approval to and orders
11 that the payment of that amount be paid in accordance with the Settlement Agreement.

12 11. The Court finds and determines that the fees and expenses in administrating the
13 Settlement incurred by ILYM Group, Inc., in the amount of \$10,000.00, are fair and reasonable.
14 The Court hereby gives final approval to and orders that the payment of that amount in accordance
15 with the Settlement.

16 12. The Court finds and determines the Class Representative Service Payment of up
17 to \$5,000 for Plaintiff is fair and reasonable. The Court hereby orders the Administrator to make
18 this payment to the Plaintiff/Class Representative in accordance with the terms of the Settlement
19 Agreement.

20 13. Pursuant to the terms of the Settlement, and the authorities, evidence and
21 argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees
22 in the sum of \$550,000.00 and litigation costs of \$15,000.00. The Court finds such amounts to
23 be fair and reasonable. The Court hereby orders the Settlement Administrator to make these
24 payments in accordance with the terms of the Settlement Agreement.

25 14. Without affecting the finality of this order or the entry of judgment in any way,
26 the Court retains jurisdiction of all matters relating to the interpretation, administration,
27 implementation, effectuation, and enforcement of this order and the Settlement.

1 15. Neither Defendant nor any related persons or entities shall have any further
2 liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability,
3 except as provided for by the Settlement Agreement.

4 16. Neither the making of the Settlement Agreement nor the entry into the Settlement
5 Agreement constitutes an admission by Defendant, nor is this order a finding of the validity of
6 any claims in this case or of any other wrongdoing. Further, the Settlement Agreement is not a
7 concession, and shall not be used as an admission of any wrongdoing, fault, or omission of any
8 entity or persons; nor may any action taken to carry out the terms of the Settlement Agreement
9 be construed as an admission or concession by or against Defendant or any related person or
10 entity.

11 17. Nothing in this order shall preclude any action to enforce the Parties' obligations
12 under the Settlement or under this order, including the requirement that Defendant makes
13 payment to the participating Settlement Class Members in accordance with the Settlement.

14 18. Upon completion of administration of the Settlement, the Settlement
15 Administrator will provide written certification of such completion to the Court and counsel for
16 the Parties which shall be filed with the Court five (5) court days before the non-appearance
17 compliance hearing set for _____, **2022 at 1:30 p.m.**, in Dept. CX101.

18 19. The Court hereby enters final judgment in accordance with the terms of the
19 Settlement Agreement, the Order Granting Preliminary Approval of Class Action Settlement,
20 and this Order.

21 20. The Parties will bear their own costs and attorneys' fees except as otherwise
22 provided by this Court's Order awarding Class Counsels' Award for attorneys' fees and litigation
23 costs.

24 DATED: _____, 2022

Honorable Glenda Sanders
JUDGE OF THE SUPERIOR COURT