

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement”) is reached by and between Plaintiff Hugo Troncoso (“Plaintiff”), individually and on behalf of all members of the Settlement Class (defined below), on the one hand, and Defendant Aranda Tooling, Inc. (“Defendant”), on the other hand (Plaintiff and Defendant are referred to herein collectively as the “Parties”). Plaintiff and the Settlement Class are represented by Paul K. Haines of Haines Law Group, APC and Scott M. Lidman, Elizabeth Nguyen, Milan Moore, and Romina Tamiry of Lidman Law, APC (collectively, “Class Counsel”). Defendant is represented by Joshua Mizrahi and Graham Lambert of Buchalter, A Professional Corporation.

On July 9, 2020, Plaintiff filed a Complaint against Defendant in San Bernardino County Superior Court, in the matter entitled *Hugo Troncoso, as an individual and on behalf of all others similarly situated v. Aranda Tooling, Inc., a California corporation; and DOES 1 through 100, inclusive*, Case No. CIVDS2014042 (the “Action”). On September 14, 2020, Plaintiff filed a First Amended Complaint. In the operative First Amended Complaint, Plaintiff alleged the following claims against Defendant: (1) failure to pay all minimum wages owed; (2) failure to pay overtime wages owed; (3) failure to provide meal periods, or premium pay for non-compliant meal periods; (4) failure to authorize and permit rest periods, or premium pay for non-compliant rest periods; and (5) failure to issue accurate, itemized wage statements. As a result of the foregoing alleged violations, Plaintiff contends that Defendant is further liable to Plaintiff and the Settlement Class (defined below) because it engaged in unlawful business practices and for civil penalties under the Labor Code Private Attorneys General Act of 2004.

Given the uncertainty of litigation, Plaintiff and Defendant wish to settle both individually and on behalf of the Settlement Class, aggrieved employees and the State of California. Accordingly, Plaintiff and Defendant agree as follows:

1. **Settlement Class.** For the purposes of this Settlement Agreement only, Plaintiff and Defendant stipulate to the certification of the following Settlement Class:

All current and former non-exempt, hourly, employees of Defendant Aranda Tooling, Inc. who worked in California at any time between April 6, 2016 and the date of preliminary approval or the first day after the date on which the number of workweeks exceeds 48,797, whichever comes first.

For purposes of this Settlement Agreement, the “Class Period” shall mean the time period of April 6, 2016 through the date of preliminary approval or the first day after the date on which the number of workweeks exceeds 48,797, whichever comes first.

The Parties agree that certification for purposes of this Settlement Agreement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

2. **PAGA Allegedly Aggrieved Employees.** For the purposes of this Settlement Agreement only, Plaintiff and Defendant stipulate to the following definition of PAGA Allegedly Aggrieved Employees:

All current and former non-exempt, hourly, employees of Defendant Aranda Tooling, Inc. who worked in California at any time between April 6, 2019 and the date of preliminary approval or the first day after the date on which the number of workweeks exceeds 48,797, whichever comes first.

For purposes of this Settlement Agreement, the “PAGA Period” and release under the PAGA shall mean the time period between April 6, 2019 and the date of preliminary approval or the first day after the date on which the number of workweeks exceeds 48,797, whichever comes first.

3. **Release by Settlement Class Members, PAGA Allegedly Aggrieved Employees, and Plaintiff.** Plaintiff, PAGA Allegedly Aggrieved Employees, and every member of the Settlement Class (except those who timely and properly submit a Request for Exclusion as set forth below) will fully and forever completely release and discharge Defendant, and all of its past and present officers, directors, shareholders, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys, (collectively the “Released Parties”), as follows:

- A. **Settlement Class Members’ Release:** Settlement Class members and Plaintiff will release all claims, rights, demands, liabilities, penalties, interest, damages, losses, and causes of action, arising from or related to the claims pled, or could reasonably have been pled based on the factual allegations, in any of the Complaints in the Action that arose during the Class Period including, in particular: (a) failure to pay all minimum wages owed; (b) failure to pay overtime wages owed; (c) failure to provide meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit rest periods, or premium pay for non-compliant rest periods; (e) failure to issue accurate, itemized wage statements; and (f) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above (collectively, the “Released Claims”).
- B. Unless otherwise provided herein, the time period for the release of the Released Claims shall be the same time period as the Class Period.
- C. **PAGA Release:** PAGA Allegedly Aggrieved Employees, including Plaintiff, will release and forever discharge all claims, rights, demands, liabilities, penalties, and causes of action, under the California Labor Code Private Attorneys General Act of 2004 against the Released Parties as alleged in the operative complaint, in particular PAGA penalties based on the following underlying Labor Code violations: the (a) failure to pay all minimum wages owed; (b) failure to pay overtime wages owed; (c) failure to provide meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit rest periods, or premium pay for non-compliant rest periods; (e) failure to issue accurate, itemized wage statements; and (f) failure to maintain accurate records that occurred during the PAGA Period (collectively, “PAGA Released Claim”). The time period for the

release of the PAGA Released Claim shall be the same time period as the PAGA Period.

- D. **Plaintiff's Release:** In light of the Class Representative Service Award, Plaintiff agrees to release, in addition to the Released Claims described above, all claims, whether known or unknown, under federal law or state law against the Released Parties for the time period through the date Plaintiff signs this Agreement. Notwithstanding the foregoing, Plaintiff understands that this release includes unknown claims, which includes waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

A general release does not extend to claims which 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.

- a. Notwithstanding the above, nor anything else in this Settlement, the waiver and release in this Settlement Agreement does not apply to (i) those rights that as a matter of law cannot be waived, including, but not limited to, workers' compensation claims; and (ii) rights or claims arising out of this Settlement Agreement. This Settlement Agreement in no way affects benefits to be received by Plaintiff in workers' compensation pursuant to the jurisdiction of workers' compensation.

- E. The releases identified herein shall be effective on the date that the Gross Settlement Amount is fully funded.

4. **Gross Settlement Amount.** As consideration, Defendant agrees to pay a "Gross Settlement Amount" of Five Hundred Forty Thousand Dollars and Zero Cents (\$540,000.00) in full and complete settlement of the Action, as follows:

- A. The Parties have agreed to engage Phoenix Settlement Administrators (or other mutually agreeable alternative Settlement Administrator) as the "Settlement Administrator" to administer this Settlement. All administrative costs shall be paid from the Gross Settlement Amount.
- B. The Gross Settlement Amount shall be deposited by Defendant into a qualified settlement fund set up by the Settlement Administrator for the benefit of the participating Settlement Class members, as follows: i) the first payment of \$180,000.00 is due within fourteen (14) calendar days of the date the Court enters an Order granting preliminary approval; ii) the balance of \$360,000.00 shall be payable in eight (8) equal quarterly installments of \$45,000.00, with the first quarterly installment due within ninety (90) calendar days of Defendant's first payment of \$180,000.00 (described in section (i) of this paragraph), and each of the

remaining seven (7) quarterly installments due within ninety (90) calendar days of the prior installment payment made by Defendant.

- C. With the sole exception of paying the employer's share of payroll taxes, Defendant shall fully discharge its obligations to Plaintiff and Settlement Class members through the remittance of the Gross Settlement Amount, in full, to the Settlement Administrator as set forth in paragraph 4(B), regardless of whether checks representing Individual Settlement Awards are actually received and/or negotiated by Settlement Class members.
- D. This is a **non-reversionary** settlement. The Gross Settlement Amount includes:
- (1) All payments (including interest) to the Settlement Class members;
 - (2) All costs of the Settlement Administrator and settlement administration, which are anticipated to be no greater than Ten Thousand Five Hundred Dollars and Zero Cents (\$10,500.00);
 - (3) Up to Five Thousand Dollars and Zero Cents (\$5,000.00) for Plaintiff's Class Representative Service Award, in recognition of his contributions to the Action, his service to the Settlement Class, his general release of all claims against Defendant, and waiver under section 1542 of the Civil Code as set forth above;
 - (4) Up to one-third of the Gross Settlement Amount in Class Counsel's attorneys' fees below, plus actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than Forty Thousand Dollars and Zero Cents (\$40,000.00). Class Counsel's attorneys' fees are currently estimated to be One Hundred Eighty Thousand Dollars and Zero Cents (\$180,000.00). In the event that the Court reduces or does not approve the requested Class Counsel attorneys' fees and/or costs, Class Counsel shall not have the right to revoke this Settlement Agreement, and it will remain binding; and
 - (5) Thirty Thousand Dollars and Zero Cents (\$30,000.00) of the Gross Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Twenty-Two Thousand Five Hundred Dollars and Zero Cents (\$22,500.00) will be payable to the Labor & Workforce Development Agency ("LWDA"), and the remaining twenty-five percent (25%), or Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00), will be payable to PAGA Allegedly Aggrieved Employees as the "PAGA Amount," as described below.
- E. Defendant's share of payroll taxes shall be paid by Defendant separately from, and in addition to, the Gross Settlement Amount.

5. **Payments to the Settlement Class.** Settlement Class members are not required to submit a claim form to receive a payment ("Settlement Award") from the Settlement. Settlement Awards will be determined and paid as follows:

- A. The Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for Class Counsel's attorneys' fees, Class Counsel's costs and expenses, Plaintiff's Class Representative Service Award, the Settlement Administrator's fees and expenses for administration, and the amount designated as PAGA civil penalties. The remaining amount shall be known as the "Net Settlement Amount."
- B. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class member's Settlement Award based on the following formula:
 - i. The Net Settlement Amount, not including the PAGA Amount payable to Settlement Class Members as described above, shall be allocated to Settlement Class Members who worked during the Class Period, as follows: each participating Settlement Class Member shall receive a proportionate settlement share based upon the number of workweeks worked during the Class Period, the numerator of which is the Settlement Class Member's total workweeks worked during the Class Period, and the denominator of which is the total workweeks worked by all Settlement Class Members who worked during the Class Period.
 - ii. PAGA Amount: In addition, Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) of the Gross Settlement Amount has been designated as the "PAGA Amount" as described above. Each PAGA Allegedly Aggrieved Employee shall receive a portion of the PAGA Amount proportionate to the number of workweeks that he or she worked during the PAGA Period, which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the PAGA Allegedly Aggrieved Employee's number of workweeks worked during this time period, and the denominator of which is the total number of workweeks worked by all PAGA Allegedly Aggrieved Employees.
- C. Within ten (10) calendar days following Defendant's deposit of the last and final installment payment of the Gross Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate Settlement Award amounts and provide the same to counsel for the Parties for review and approval. Within seven (7) calendar days of approval by counsel for the Parties, the Settlement Administrator will prepare and mail Settlement Awards, less applicable taxes and withholdings, to participating Settlement Class members. The Settlement Administrator shall simultaneously pay the withholdings to the applicable authorities with the necessary reports, submitting copies to Defendant's counsel.
- D. For purposes of calculating applicable taxes and withholdings, each Settlement Award shall be allocated as follows: thirty-three (33%) as wages; and sixty-seven

percent (67%) as penalties and interest. The Settlement Administrator will be responsible for issuing to participating Settlement Class members IRS Forms W-2 for amounts deemed “wages” and IRS Forms 1099 for the amounts allocated as penalties and interest. If a PAGA Allegedly Aggrieved Employee submits a Request for Exclusion, the PAGA Allegedly Aggrieved Employee’s Settlement Award shall be designated as 100% penalties and reported on an IRS Form 1099. Each Settlement Class member who receives a Settlement Award will be responsible for correctly characterizing the payment for tax purposes and for payment of any taxes owing on said amount. Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans.

- E. Each member of the Settlement Class who receives a Settlement Award must cash the check(s) within 180 days from the date the Settlement Administrator mails it/them. Any funds payable to Settlement Class members whose checks were not cashed within 180 days after mailing will escheat to the California Secretary of State- Unclaimed Property Fund under the unclaimed property laws in the name of the Settlement Class member.
- F. The Settlement Agreement will become effective on the latter of: (a) the Court’s final approval of the settlement if no objections by or on behalf of Class Members have been filed; (b) the time for appeal has expired if an objection has been filed and no appeal has been filed or withdrawn; or (c) the final resolution of any appeal that has been filed (“Effective Date”).

6. **Attorneys’ Fees and Costs.** Defendant will not object to Class Counsel’s request for a total award of attorneys’ fees of one-third of the Gross Settlement Amount, which is currently estimated to be One Hundred Eighty Thousand Dollars and Zero Cents (\$180,000.00). Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00) from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court’s approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when the Settlement Administrator pays the fee award allowed by the Court.

7. **Class Representative Service Award.** Defendant will not object to a request for a Class Representative Service Award of up to Five Thousand Dollars and Zero Cents (\$5,000.00) to Plaintiff for his time and risk in prosecuting this case, his service to the Settlement Class, his general release of all claims against Defendant, and waiver under section 1542 of the Civil Code. This award will be in addition to Plaintiff’s Settlement Award as a Settlement Class member and shall be reported on an IRS Form 1099 issued by the Settlement Administrator.

8. **Settlement Administrator.** Defendant will not object to the appointment of Phoenix Settlement Administrators as Settlement Administrator. Defendant will not object to Plaintiff's seeking permission to pay up to Ten Thousand Five Hundred Dollars and Zero Cents (\$10,500.00) for its services from the Gross Settlement Amount. The Settlement Administrator shall be responsible for sending notices and for calculating Settlement Awards and preparing all checks and mailings, calculating Defendant's share of taxes payable on the wages, which shall be paid by Defendant separate and apart from the Gross Settlement Amount, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount by Class Counsel only after Settlement Awards have been mailed to all participating Settlement Class members.

9. **Preliminary Approval.** Within 30 calendar days after execution of this Settlement Agreement by all Parties, Plaintiff shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;
- B. Appointing Paul K. Haines of Haines Law Group, APC and Scott M. Lidman, Milan Moore, Elizabeth Nguyen, and Romina Tamiry of Lidman Law, APC as Class Counsel.
- C. Appointing Hugo Troncoso as Class Representative for the Settlement Class;
- D. Approving Phoenix Settlement Administrators as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Notice Packet (which is comprised of the Notice of Pendency of Class Action and Settlement and Notice of Individual Settlement Award, drafts of which are attached collectively hereto as **Exhibit A**), and directing the mailing of same; and
- G. Scheduling a Final Approval hearing.

10. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within twenty (20) calendar days after entry of an order preliminarily approving this Agreement, Defendant will provide the Settlement Administrator with the names, last known addresses, phone numbers, social security numbers, the number of workweeks worked (or information allowing the Settlement Administrator to calculate same) as an hourly, non-exempt employee by each Settlement Class member while employed during the Class Period and PAGA Period (the "Class Data"). The Class Data shall be provided to the Settlement Administrator in an electronic format satisfactory to the Settlement Administrator.

- B. Within fourteen (14) calendar days from receipt of this information, the Settlement Administrator shall: (i) run the names of all Settlement Class members through the National Change of Address ("NCOA") database to determine any updated addresses for Settlement Class members; (ii) update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Settlement Award for each Settlement Class member; and (iv) mail a Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) calendar days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within five (5) calendar days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have an additional fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to submit a Request for Exclusion, Objection, or dispute. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defendant's Counsel to provide notice of the proposed settlement.
- D. Requests for Exclusion. Any Settlement Class member who wishes to opt-out of the Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within forty-five (45) calendar days of the date of the initial mailing of the Notice Packets (the "Response Deadline").
- i. The Notice Packet shall state that Settlement Class members who wish to exclude themselves from the Settlement must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement, except a Request for Exclusion not containing a Class Member's telephone number and/or last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the

exclusive means used to determine whether a Request for Exclusion has been timely submitted. Unless otherwise provided for in this Settlement Agreement, any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon.

- ii. The Parties agree there is no statutory or other right for any PAGA Allegedly Aggrieved Employees to opt out or otherwise exclude himself or herself from the PAGA portion of the Settlement. A PAGA Allegedly Aggrieved Employee who submits a valid and timely Request for Exclusion shall still receive his or her proportionate share of the PAGA Amount and be bound by the PAGA Release.
- iii. At no time will the Parties or their counsel seek to solicit or otherwise encourage any Settlement Class member to object to the Settlement or opt-out of the Settlement Class or encourage any Settlement Class member to appeal from the final judgment.

E. **Objections.** Members of the Settlement Class who do not request exclusion may object to this Settlement Agreement as explained in the Class Notice by mailing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel). Class Counsel shall file any objections with the Court. Defendant's counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval. To be valid, any written objection must: (1) contain the objecting Settlement Class member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence, if any; and (4) be postmarked no later than the Response Deadline. Members of the Settlement Class who do not request exclusion may also object to the Settlement by appearing at the Final Approval Hearing in person or virtually irrespective of whether they submitted any written objections.

F. **Notice of Individual Settlement Award / Disputes.** Each Notice Packet mailed to a Settlement Class member shall disclose the amount of the Settlement Class member's estimated Settlement Award as well the Settlement Class member's number of pay periods worked as a non-exempt employee during the Class Period. Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice of Settlement Award, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Settlement Awards under the

terms of this Settlement Agreement. The Settlement Administrator will render all final decisions on disputes.

11. **Revocation Option for Defendant.** If more than ten percent (10%) of the Settlement Class Members opt out of the Settlement, Defendant may, at its election, rescind the Settlement and all actions taken in furtherance of it will thereby be null and void. Defendant must exercise this right of rescission, in writing, to Class Counsel within twenty (20) calendar days after the Settlement Administrator notifies the Parties of a greater than ten percent (10%) opt-out rate. If the option to rescind is exercised, the Defendant shall be solely responsible for all costs of the settlement administration accrued to that point.

12. **Final Approval.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiff's and Class Counsel's application for attorneys' fees and costs, Class Representative Service Award, and settlement administration costs; and
- C. Entering judgment pursuant to California Rule of Court 3.769 and posting notice of the judgment on a static website created and maintained by the Settlement Administrator.

13. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. In particular, but without limiting the generality of the foregoing, nothing about this Settlement Agreement shall be offered or construed as an admission of liability, wrongdoing, impropriety, responsibility, or fault whatsoever on the part of Defendant and/or the Released Parties, and it shall not be construed as or deemed to be evidence of, or an admission or concession that the any Settling Class member has suffered any damage. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

14. **Non-disclosure and Non-publication.** Plaintiff and Plaintiff's counsel agree not to publicize the Settlement. This provision shall not apply to the filing of any documents with the Court which are necessary to effectuate the Settlement, nor is it intended to interfere with or restrict: (1) the third-party administrator from distributing the notice packets and otherwise complying with its obligation to provide information to affected Class Members; or (2) the third-party administrator from posting any judgment on its website. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the names of the Parties in this Action, the venue/case number of this Action, and a general description of the Action, to a court in a declaration by Class Counsel. This provision shall not

apply to limit Plaintiff and Class Counsel's ability to effectuate their duties to the Settlement Class Members or limit their ability to communicate with Settlement Class Members as contractually required to effectuate the terms of the Settlement Agreement as set forth herein.

15. **Legal Developments.** The Parties agree that Plaintiff will submit to the Court a motion for preliminary approval of this Settlement containing all of the terms and conditions contained herein notwithstanding any new legal developments regarding the Released Claims.

16. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

17. **Attorneys' Fees:** In the event that one more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs incurred in connection with any enforcement actions.

18. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendant: Joshua Mizrahi and Graham G. Lambert of Buchalter, A Professional Corporation, 1000 Wilshire Boulevard, Suite 1500, Los Angeles, California 90017-1730; jmizrahi@buchalter.com, glambert@buchalter.com

if to Plaintiff: Scott M. Lidman, Elizabeth Nguyen, Milan Moore, and Romina Tamiry of Lidman Law, APC, 2155 Campus Drive, Suite 150 El Segundo, California 90245; slidman@lidmanlaw.com, enguyen@lidmanlaw.com, mmoore@lidmanlaw.com, rtamiry@lidmanlaw.com

Paul K. Haines, Haines Law Group, APC, 2155 Campus Drive, Suite 180, El Segundo, California 90245; phaines@haineslawgroup.com

19. **Cooperation.** The Parties agree to work cooperatively and in good faith to execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement, and the Parties agree to work cooperatively, diligently, and in good faith to ensure that all documents necessary to seek the Court's approval of this Settlement are timely filed.

20. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations,

presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

21. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

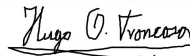
DATED:

DEFENDANT ARANDA TOOLING, INC.

By: _____
Its: _____

DATED: Sep 30, 2021

PLAINTIFF HUGO TRONCOSO



By: _____
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED:

BUCHALTER, A Professional Corporation

By: _____
Joshua Mizrahi
Attorney for Aranda Tooling, Inc.

DATED: September 30, 2021

HAINES LAW GROUP, APC

By:  _____
Paul K. Haines
Attorneys for Plaintiff Hugo Troncoso

DATED: September 30, 2021

LIDMAN LAW, APC

By: 

Scott M. Lidman
Attorneys for Plaintiff Hugo Troncoso

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

HUGO TRONCOSO, as an individual and on behalf of
all others similarly situated.

Plaintiff,

vs.

ARANDA TOOLING, INC., a California corporation;
and Does 1 through 100, inclusive

Defendants.

Case No. CIVDS2014042

**NOTICE OF PENDENCY OF CLASS
ACTION AND PROPOSED SETTLEMENT**

To: All current and former non-exempt employees who have worked for Defendant Aranda Tooling, Inc. ("Defendant" or "Aranda") in California at any time between April 6, 2016 and **[DATE OF PRELIMINARY APPROVAL OR THE FIRST DAY AFTER THE DATE ON WHICH THE NUMBER OF WORKWEEKS EXCEEDS 48,797, WHICHEVER COMES FIRST]**. Collectively, these employees will be referred to as "Settlement Class Members."

**PLEASE READ THIS NOTICE CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

Why should you read this notice?

The Court has granted preliminary approval of a proposed class action settlement (the "Settlement") in *Hugo Troncoso, as an individual and on behalf of all others similarly situated v. Aranda Tooling, Inc., a California corporation; and DOES 1 through 100, inclusive*, Case No. CIVDS2014042 (the "Lawsuit"). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

You may be entitled to money from this Settlement. Aranda's records show that you were employed at Aranda as an hourly, non-exempt employee in California between April 6, 2016 and **[DATE OF PRELIMINARY APPROVAL OR THE FIRST DAY AFTER THE DATE ON WHICH THE NUMBER OF WORKWEEKS EXCEEDS 48,797, WHICHEVER COMES FIRST]** (the "Class Period"). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment.

What is this case about?

Plaintiff Hugo Troncoso ("Plaintiff") brought this Lawsuit against Aranda, seeking to assert claims on behalf of a class of current and former hourly, non-exempt employees who worked for Aranda in California at any time between April 6, 2016 and **[DATE OF PRELIMINARY APPROVAL OR THE FIRST DAY AFTER THE DATE ON WHICH THE NUMBER OF WORKWEEKS EXCEEDS 48,797, WHICHEVER COMES FIRST]**. Plaintiff is known as the "Class Representative," and his attorneys, who also represent the interests of all Settlement Class Members, are known as "Class Counsel."

The Lawsuit alleges that Aranda failed to pay Settlement Class Members all minimum and overtime wages, failed to provide to Settlement Class Members all required meal and rest periods, and failed to provide Settlement Class Members with itemized wage statements in compliance with California law. As a result of the foregoing alleged

violations, Plaintiff also alleges that Aranda engaged in unfair business practices and is liable for civil penalties under the Labor Code Private Attorney General Act.

Aranda denies that it has done anything wrong. Aranda further denies that it owes Settlement Class Members and PAGA Allegedly Aggrieved Employees any wages, restitution, penalties, or other damages. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Aranda, which expressly denies all liability.

The Court has not ruled on the merits of Plaintiff's claims. However, to avoid additional expense, inconvenience, and interference with its business operations, Aranda has concluded that it is in its best interests and Class Counsel has determined that it is in the best interests of Settlement Class Members and PAGA Allegedly Aggrieved Employees to settle the Lawsuit on the terms summarized in this Notice. After Aranda provided relevant information to Class Counsel, the Settlement was reached after mediation and arm's-length negotiations between the parties.

The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Aranda, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with litigation.

If you are still employed by Aranda, your decision about whether to participate in the Settlement will not affect your employment. California law and Aranda's policies strictly prohibit unlawful retaliation. Aranda will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Settlement Class Member because of the Settlement Class Member's decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for the Plaintiff / Settlement Class Members: LIDMAN LAW, APC Scott M. Lidman slidman@lidmanlaw.com Elizabeth Nguyen enguyen@lidmanlaw.com Milan Moore mmoore@lidmanlaw.com Romina Tamiry rtamiry@lidmanlaw.com 2155 Campus Drive, Suite 150 El Segundo, California 90245 Tel: (424) 322-4772 Fax: (424) 322-4775 www.lidmanlaw.com HAINES LAW GROUP, APC Paul K. Haines phaines@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 www.haineslawgroup.com	Attorneys for Aranda Tooling, Inc. BUCHALTER, A Professional Corporation Joshua Mizrahi jmizrahi@buchalter.com Graham Lambert glambert@buchalter.com 1000 Wilshire Boulevard, Suite 1500 Los Angeles, CA 90017-1730 Tel: (213) 891-0700 Fax: (213) 869-0400 www.buchalter.com
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What are the terms of the Settlement?

On [INSERT DATE OF PRELIMINARY APPROVAL], the Court preliminarily certified a class, for settlement purposes only, of all current and former non-exempt, hourly employees who worked for Aranda in California at any

time between April 6, 2016 and [DATE OF PRELIMINARY APPROVAL OR THE FIRST DAY AFTER THE DATE ON WHICH THE NUMBER OF WORKWEEKS EXCEEDS 48,797, WHICHEVER COMES FIRST]. Settlement Class Members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Aranda as described below.

Aranda has agreed to pay \$540,000 (the "Gross Settlement Amount") to fully resolve all claims in the Lawsuit, which includes payments to Settlement Class Members, attorneys' fees and expenses, payment of PAGA civil penalties, settlement administration costs, and the Class Representative's Service Award. Aranda's share of payroll taxes associated with any wage payments to Settlement Class Members shall be paid by Aranda separately from, and in addition to, the Gross Settlement Amount.

The following deductions from the Gross Settlement Amount will be requested by the parties:

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$10,500.00 from the Gross Settlement Amount to pay the Settlement administration costs.

Attorneys' Fees and Expenses. Class Counsel have been prosecuting the Lawsuit on behalf of the Settlement Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Gross Settlement Amount. Settlement Class Members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for fees of up to one-third of the Gross Settlement Amount, which is currently estimated to be \$180,000.00 as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through Settlement finalization. Class Counsel also will ask for reimbursement in an amount not to exceed \$40,000.00 for verified costs Class Counsel incurred in connection with the Lawsuit.

Service Award to Class Representative. Class Counsel will ask the Court to award the Class Representative a service award in the amount not to exceed \$5,000.00, to compensate him for his service and extra work provided on behalf of the Settlement Class Members.

PAGA Civil Penalties. Class Counsel will ask the Court to approve a payment in the total amount of \$30,000.00 as and for alleged civil penalties, payable pursuant to the California Labor Code Private Attorney General Act ("PAGA"). Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Twenty-Two Thousand Five Hundred Dollars and Zero Cents (\$22,500.00) will be payable to the Labor & Workforce Development Agency ("LWDA"), and the remaining twenty-five percent (25%), or Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00), will be payable to PAGA Allegedly Aggrieved Employee as the "PAGA Amount," as described below.

Calculation of Individual Settlement Class Members' Settlement Award. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount ("NSA"), which will be distributed to all Settlement Class Members who do not submit a valid and timely Request for Exclusion (described below). The NSA is currently estimated to be approximately \$<<____>>, to be shared among an estimated <<____>> Settlement Class Members. The NSA will be divided as follows:

- i. The Net Settlement Amount, not including the PAGA Amount payable to the PAGA Allegedly Aggrieved Employees as described above, shall be allocated to Settlement Class Members who worked during the Class Period, as follows: each participating Settlement Class Member shall receive a proportionate settlement share based upon the number of workweeks worked during the Class Period, the numerator of which is the Settlement Class Member's total workweeks worked during the Class Period, and the denominator of which is the total workweeks worked by all Settlement Class Members who worked during the Class Period.

- ii. In addition, Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) of the Gross Settlement Amount has been designated as the "PAGA Amount". All PAGA Allegedly Aggrieved Employees shall receive a portion of the PAGA Amount. "PAGA Allegedly Aggrieved Employees" include all current and former non-exempt, hourly, employees of Defendant who worked in California (including those who submit a Request for Exclusion) at any time between April 6, 2019 and **[DATE OF PRELIMINARY APPROVAL OR THE FIRST DAY AFTER THE DATE ON WHICH THE NUMBER OF WORKWEEKS EXCEEDS 48,797, WHICHEVER COMES FIRST]** ("PAGA Period"). A PAGA Allegedly Aggrieved Employee shall receive a portion of the PAGA Amount proportionate to the number of Workweeks that he or she worked during the PAGA Period, and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the PAGA Allegedly Aggrieved Employee's number of Workweeks worked during the PAGA Period, and the denominator of which is the total number of Workweeks worked by all PAGA Allegedly Aggrieved Employees during the PAGA Period.

Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Individual Settlement Awards will be mailed to all Settlement Class Members who did not submit a valid and timely Request for Exclusion.

If you are a PAGA Allegedly Aggrieved Employee and submit a Request for Exclusion, you will still receive a proportionate share of the PAGA Amount regardless of whether you exclude yourself from the Settlement.

Each member of the Settlement Class who receives a Settlement Award must cash the check within 180 days from the date the Settlement Administrator mails it. Any funds payable to Settlement Class Members whose checks were not cashed within 180 days after mailing will be transferred to the California Secretary of State- Unclaimed Property Fund under the unclaimed property laws in the name of the Settlement Class Member.

Payment Plan by Aranda of Gross Settlement Amount. The Gross Settlement Amount shall be deposited by Aranda with the Settlement Administrator in an account set up by it, based on the following schedule: i) Aranda shall deposit the first payment amount of \$180,000.00 within 14 calendar days of the date the Court enters an Order granting preliminary approval; ii) the balance of \$360,000.00 shall be payable in eight (8) equal quarterly installments of \$45,000.00, with the first quarterly installment due within 90 calendar days of Aranda's first payment of \$180,000.00, and each of the remaining seven (7) quarterly installments due within (90) calendar days of the prior installment payment made by Aranda. Based on this payment plan, the Gross Settlement Amount is expected to be paid in full by approximately <<late 2023>>.

The "Effective Date" is defined as the latter of: (a) the Court's final approval of the settlement if no objections by or on behalf of Class Members have been filed; (b) the time for appeal has expired if an objection has been filed and no appeal has been filed or withdrawn; or (c) the final resolution of any appeal that has been filed.

Within ten (10) calendar days following Aranda's deposit of the last and final installment payment of the Gross Settlement Amount, the Settlement Administrator will calculate Individual Settlement Award amounts and provide the same to the Parties' counsel for review and approval. Within seven (7) calendar days of approval by the Parties' counsel, the Settlement Administrator will prepare and mail Individual Settlement Awards, less applicable taxes and withholdings, to participating Settlement Class Members. As this time, the Individual Settlement Awards are expected to be mailed in <<late 2023>>.

Allocation and Taxes. For tax purposes, each Individual Settlement Award shall be allocated as follows: sixty-seven percent (67%) as penalties and interest; and thirty-three percent (33%) as wages. The Settlement Administrator will be responsible for issuing to participating Settlement Class Members IRS Forms W-2 for amounts deemed "wages" and IRS Forms 1099 for the amounts allocated as penalties and interest. The Individual Settlement Award for a PAGA Allegedly Aggrieved Employee who submits a Request for Exclusion shall be allocated as 100% penalties and reported on an IRS Form 1099. Settlement Class Members are responsible for the proper income tax treatment of the Individual Settlement Awards. The Settlement Administrator, Aranda and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. If the Court approves the Settlement, the Settlement Class, and each Settlement Class Member who has not submitted a timely and valid Request for Exclusion, will fully and forever completely release and discharge Aranda, and all of its past and present officers, directors, shareholders, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys (collectively the “Released Parties”), from all claims, rights, demands, liabilities, penalties, interest, damages, losses, and causes of action, arising from or related to the claims pled, or could reasonably have been pled based on the factual allegations, in any of the Complaints in the Action that arose during the Class Period, including, in particular, the following claims: (a) failure to pay all minimum wages owed; (b) failure to pay overtime wages owed; (c) failure to provide meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit rest periods, or premium pay for non-compliant rest periods; (e) failure to issue accurate, itemized wage statements; and (f) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above (collectively, the “Released Claims”).

The time period of the Released Claims shall be the same time as the Class Period.

PAGA Release and PAGA Allegedly Aggrieved Employees. If the Court approves the Settlement, all PAGA Allegedly Aggrieved Employees will release the Released Parties, from all claims, rights, demands, liabilities, and causes of action under the California Labor Code Private Attorneys General Act of 2004 as alleged on the operative complaint including, in particular PAGA penalties based on the underlying Labor Code violations: (a) failure to pay all overtime wages owed; (b) failure to pay minimum wages owed; (c) failure to provide meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit rest periods, or premium pay for non-compliant rest periods; (e) failure to issue accurate, itemized wage statements; and (f) failure to maintain accurate records (collectively, “PAGA Released Claim”). The time period of the PAGA Released Claim is the PAGA Period.

The Parties acknowledge that under the release, the right of the LWDA to investigate the released PAGA claims is not released, but the PAGA Released Claim does include any claims for penalties by a PAGA **Allegedly Aggrieved Employee** as a result of any such LWDA investigation, and PAGA **Allegedly Aggrieved Employees** are waiving their right to act as a private attorney general as to the Released Claims.

The Releases shall be effective on the date that Aranda fully funds the Gross Settlement Amount.

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your share of the Settlement based on the proportionate number of workweeks you worked during the Class Period (as explained above), and as stated in the accompanying Notice of Settlement Award. You also will be bound by the Settlement, including the release of claims stated above.

What other options do I have?

Dispute Information in Notice of Individual Settlement Award. Your award is based on the proportionate number of workweeks you worked during the Class Period and, if applicable, PAGA Period. The information contained in Aranda’s records regarding all of these factors, along with your estimated Settlement Award, is listed on the accompanying Notice of Individual Settlement Award. If you disagree with the information in your Notice of Individual Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Individual Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than <<RESPONSE DEADLINE>>. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class Members. The Settlement Administrator’s decision regarding any dispute will be final.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a written “Request for Exclusion from the Class Action Settlement” letter or card postmarked no later than <<RESPONSE DEADLINE>>, with your name, address, telephone number, last four digits of your social security number, and your signature. The Request for Exclusion should state:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE TRONCOSO V. ARANDA LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY CLASS SETTLEMENT PAYMENT FROM THIS LAWSUIT.”

Send the Request for Exclusion directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Any person who files a timely Request for Exclusion from the Settlement shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class Member, shall be barred from participating in the class settlement portion of the Settlement, and shall receive no benefits from the Settlement Class. **Do not submit both a Dispute and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

If you are also a PAGA Allegedly Aggrieved Employee, you will still receive a portion of the PAGA Amount if you submit a Request for Exclusion and you will still release your claim for PAGA penalties as described above.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you may mail a written objection to the Settlement Administrator. Your written objection must include your name, address, as well as contact information for any attorney representing you regarding your objection, the case name and number, each specific reason for your objection, and any legal or factual or evidence you may have in support of your objection. Written objections must be postmarked on or before <<RESPONSE DEADLINE>>. If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> in Department __ of the San Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, California 92415. You may appear and object at the Final Approval Hearing regardless of whether or not you sent in a written objection. You have the right to appear either remotely, in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before <<RESPONSE DEADLINE>>. All objections or other correspondence must state the name and number of the case (*Hugo Troncoso v. Aranda Tooling, Inc.*, San Bernardino County Superior Court Case No. CIVDS2014042).

Any Settlement Class Member who elects to appear personally at the Court for any reason related to this Lawsuit must comply with the Court’s social distancing and mandatory face covering requirements, as well and other orders related to COVID-19. All such rules and orders can be located at the Court’s website: <https://www.sb-court.org/general-information/information-regarding-court-reopening-plans>

For more information about how to appear at the Final Approval Hearing remotely, please visit the Court’s website at: <https://www.sb-court.org/general-information/remote-access>.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class Members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department __ of the San Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, California 92415. The Court also will be asked to rule on Class Counsel’s request for attorneys’ fees and reimbursement of documented costs and expenses and the Service Award to the Class Representative. The Final Approval Hearing may be postponed without further notice to Settlement Class Members. **You are not required to attend the Final Approval Hearing, although any Settlement Class Member is welcome to attend the hearing.**

The Court's final judgment will be posted on the Settlement Administrator's website (<http://www.sb-court.org>).

How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the San Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, California 92415. Due to COVID-19, please visit the Court's website at <https://www.sb-court.org/general-information/information-regarding-court-reopening-plans> for information on accessing the Court and modified service hours due to COVID. You may also contact Class Counsel using the contact information listed above for more information.

Information about the Settlement will be posted on the Settlement Administrator's website (<http://www.sb-court.org>).

**PLEASE DO NOT CALL OR WRITE THE COURT, ARANDA OR ITS ATTORNEYS FOR INFORMATION
ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS**

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is <<**RESPONSE DEADLINE**>>. These deadlines will be strictly enforced.

BY ORDER OF THE COURT ENTERED ON <<PRELIM APPROVAL DATE>>.

NOTICE OF INDIVIDUAL SETTLEMENT AWARD

HUGO TRONCOSO V. ARANDA TOOLING, INC.
SAN BERNARDINO COUNTY SUPERIOR COURT CASE NO. CIVDS2014042

Please complete, sign, date and return this form to <<ADMINISTRATOR CONTACT INFO>> **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

Former Names (if any)

New Street Address

City

State

Zip Code

(III) Information Used to Calculate Your Individual Settlement Award:

According to Aranda Tooling, Inc.'s records ("Aranda"):

- (a) You were employed by Aranda and worked a total of ___ workweeks during the time period between April 6, 2016 and [DATE OF PRELIMINARY APPROVAL OR THE FIRST DAY AFTER THE DATE ON WHICH THE NUMBER OF WORKWEEKS EXCEEDS 48,797, WHICHEVER COMES FIRST].
- (b) You were employed by Aranda and worked a total of ___ workweeks during the time period between April 6, 2019 and [DATE OF PRELIMINARY APPROVAL OR THE FIRST DAY AFTER THE DATE ON WHICH THE NUMBER OF WORKWEEKS EXCEEDS 48,797, WHICHEVER COMES FIRST].

Based on the above, your Individual Settlement Award is estimated to be \$_____ and PAGA Payment is estimated to be \$_____.

(IV) If you disagree with items (a) – (b) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this form:

If you dispute the above information from Aranda's records, Aranda's records will control unless you are able to provide documentation that establishes that Aranda's records are mistaken. If there is a dispute about whether Aranda's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator as described in the "Notice of Pendency of Class Action and Proposed Settlement" that accompanies this Form. The Settlement Administrator will render all final decisions on disputes.

**ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED
NO LATER THAN <<RESPONSE DEADLINE>>**