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

HECTOR AVINA, an individual, on his own
behalf and on behalf of all others similarly
situated,

Plaintiffs,

v.

SHULTZ STEEL COMPANY, a California
corporation; and DOES 1 through 100,
inclusive,

Defendant.

CASE NO. 20STCV18569

[Assigned for all purposes to the Hon. Elihu
M. Berle, Department SS6]

**AMENDED CLASS ACTION
SETTLEMENT AGREEMENT
AND STIPULATION**

Complaint Filed: May 13, 2020
Trial Date: None set

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IT IS HEREBY STIPULATED AND AGREED, by and between the **Parties**,¹ subject to the approval of the **Court**, that the **Action** shall be settled and fully resolved pursuant to the terms and conditions set forth in this Amended Class Action Stipulation of Settlement (the "**Stipulation**")² and Exhibit A hereto:

I. THE ACTION AND REASONS FOR STIPULATED SETTLEMENT

A. On May 13, 2020, **Plaintiff** Hector Avina ("**Plaintiff**") initiated a putative class action against Shultz Steel Company ("**Defendant**") in the Superior Court for the County of Los Angeles, Case No. 20STCV18569. On August 24, 2020, Plaintiff filed a First Amended Complaint ("**Complaint**"). **Plaintiff's Complaint** alleges nine (9) causes of action for: (1) failure to pay all wages in violation of California Labor Code §§ 204, 1194, 1194.2, 1197, and 1197.1; (2) failure to provide meal breaks in violation of California Labor Code §§ 200, 226.7, and 512; (3) failure to provide rest breaks in violation of California Labor Code §§ 200, 226.7, and 512; (4) failure to pay all accrued vacation; (5) failure to furnish accurate, itemized wage statements in violation of California Labor Code § 226; (6) failure to pay all wages owed at termination in violation of California Labor Code § 203; (7) failure to provide one day of rest in seven days worked in violation of California Labor Code §§ 551 and 552; (8) violations of Business & Professions Code §§ 17200 et seq.; and (9) penalties pursuant to Labor Code § 2699 et seq. ("**PAGA**"). **Plaintiff** seeks to represent a class of persons who are or were employed by Defendant as non-exempt hourly employees in the State of California during the **Class Period**.

B. **Defendant** denies the allegations in the **Complaint**, and continues to deny any liability or wrongdoing of any kind associated with any of the claims alleged in the **Complaint**.

C. After the filing of the **Action**, the **Parties** engaged in informal discovery. **Defendant** provided **Plaintiff** with copies of his time and payroll records, time and payroll records and other data for the **Class**, and copies of relevant written policies.

D. Counsel for the **Parties** engaged in extensive discussions about the respective

¹ The definition for all capitalized, bold terms can be found in Part II.

² This Amended Class Action Settlement Agreement and Stipulation Supersedes the Class Action Settlement Agreement and Stipulation that was executed by the Parties on November 9 and November 12, 2021.

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1 strengths and weaknesses of the claims and defenses. The **Parties** and their attorneys of record
2 participated in a mediation session with Steve Pearl, an experienced and respected mediator. On
3 July 13, 2021, the **Parties** reached agreement on the material terms of settlement of this **Action**.

4 E. **Plaintiff** and **Plaintiff's Attorneys**, after evaluation of the sharply disputed factual
5 and legal issues relating to the **Parties'** respective positions in the **Action** and taking into account
6 the risks, uncertainties, and expense of continued litigation, as well as the substantial benefits to
7 be received pursuant to the compromise reached by the **Parties** and other relevant considerations,
8 have concluded that a settlement of this **Action** on the terms and conditions set forth in this
9 **Stipulation** is fair, adequate and reasonable, and in the best interests of **Plaintiff**, the **Class**, and
10 the **Aggrieved Employees**. It provides a fair, flexible, speedy, cost-effective, and assured
11 procedure for providing a monetary settlement to **Plaintiff**, the **Class**, and the **Aggrieved**
12 **Employees**.

13 F. **Defendant** and its counsel, taking into account the risks, uncertainties, disruptions
14 and expense involved in the **Action**, and its desire to put this controversy to rest, has concluded
15 that a settlement of the **Action** on the terms and conditions set forth in this **Stipulation** is in the
16 best interest of **Defendant** because it will end and encompass all pending, threatened, or possible
17 litigation or claims by **Plaintiff**, the **Settlement Class**, and the **Aggrieved Employees** against
18 **Defendant** that involve or allege the claims that have been asserted in the **Action**.

19 G. **Defendant** denies any and all wrongdoing and liability alleged in the **Action** and
20 the **Parties** specifically agree that neither **Defendant's** execution of the **Stipulation**, nor anything
21 referred to herein, nor any action taken to carry out this **Stipulation**, is or may be construed as an
22 admission by or against **Defendant** or deemed to be evidence: (i) of the validity of any of the
23 claims made by **Plaintiff** or of any liability to **Plaintiff**, any **Class Member**, or any **Aggrieved**
24 **Employee**; (ii) that **Defendant** violated California law; or (iii) that this **Action** (or any other
25 action) is properly maintainable as a class action or properly certifiable by the **Court** under
26 California Code of Civil Procedure section 382.

27 II. DEFINITIONS

28 These definitions are applicable to this **Stipulation**.

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1 A. “**Action**” means the lawsuit, entitled *Avina v. Schultz Steel Co.*, filed on May 13,
2 2020 in Los Angeles County Superior Court, Case No. 20STCV18569.

3 B. “**Aggrieved Employee PAGA Share**” means the \$6,250 of the \$25,000 that is
4 allocated to penalties under the PAGA that remains after making payment of \$18,750 to the
5 LWDA.

6 C. “**Aggrieved Employee Payment**” or “**Aggrieved Employee Payments**” means
7 the amounts to be paid to individual **Aggrieved Employees**.

8 D. “**Aggrieved Employee Release**” means the full and final release of the **Aggrieved**
9 **Employee Released Claims** contained in the Notice, substantially in the form attached as Exhibit
10 A to be sent to **Class Members**.

11 E. “**Aggrieved Employee Released Claims**” means the claims released by the
12 **Aggrieved Employees** in Part III.C.3 of the **Stipulation**.

13 F. “**Aggrieved Employees**” means any and all persons who are or were non-exempt
14 employees employed by Defendant in California at any time during the **PAGA Period**.

15 G. “**Agreement**” means this **Stipulation** and Exhibit A attached hereto.

16 H. “**Class**” or “**Class Members**” means any and all persons who are or were non-
17 exempt employees employed by Defendant in California at any time during the **Class Period**.

18 I. “**Class Period**” means October 26, 2018 to the **Preliminary Approval Date**.

19 J. “**Class Release**” means the full and final release of the **Settlement Class Released**
20 **Claims** contained in the Notice, substantially in the form attached as Exhibit A to be sent to
21 **Class Members**.

22 K. “**Class Representative Enhancement**” means the additional sum to be paid to
23 **Plaintiff** as compensation for his role as class representative, and for the risks and work attendant
24 to that role.

25 L. “**Complaint**” means the First Amended Class Action Complaint filed by **Plaintiff**
26 in the **Action**.

27 M. “**Court**” means the Superior Court of the State of California for the County of Los
28 Angeles.

1 N. **"Day"** means calendar day, unless expressly stated to be otherwise.

2 O. **"Defendant"** means Defendant Shultz Steel Company.

3 P. **"Final Judgment"** means the order approving the **Settlement** and this
4 **Stipulation**, and the final determination of the rights of the **Parties** in the **Action** entered
5 pursuant to California Code of Civil Procedure Section 664.6 and California Rules of Court rule
6 3.769(h), as contemplated in Part III.D.

7 Q. **"Final Settlement Date"** means the date on which the **Final Judgment** approving
8 this **Stipulation** becomes final. For purposes of this definition, the **Final Judgment** shall
9 become final:

- 10 1. If no appeal is taken, on the date on which the time to appeal has expired;
11 2. If any appeal is taken, on the date on which an appeal, including a petition
12 for rehearing or reargument, petition for review and petition for *certiorari* or any other form of
13 review, has been finally disposed of in a manner resulting in affirmance of the **Final Judgment**;
14 or
15 3. On a date after entry of the **Final Judgment**, which date counsel for the
16 **Parties** agree to in writing.

17 R. **"Final Settlement Hearing"** means the hearing to be conducted by the **Court** to
18 determine whether to enter the **Final Judgment**.

19 S. **"Gross Settlement Amount"** means the non-reversionary, total settlement amount
20 of four hundred twenty five thousand dollars (\$425,000), and includes everything that could be
21 payable to resolve the entire case including, by example, **Settlement Payments** to each and every
22 **Settlement Class Member, Aggrieved Employee PAGA Share, the LWDA Payment, the**
23 **Class Representative Enhancement, Plaintiff's Attorneys' Fees, Plaintiff's Expenses, and the**
24 **Settlement Administration Costs**. This is a non-reversionary settlement. The **Gross**
25 **Settlement Amount** excludes **Defendant's** FICA/FUTA payments and any other payroll taxes
26 owing by **Defendant** on the **Gross Settlement Amount**. The FICA/FUTA payments and any
27 other payroll taxes owing by **Defendant** on the portion of the **Settlement Payments** that are
28 allocated to wages shall be paid by Defendant separately from the **Gross Settlement Amount**.

1 T. "LWDA" means the California Labor & Workforce Development Agency.

2 "LWDA Payment" means the payment of \$18,750 to be made to the LWDA which is 75% of
3 \$25,000.

4 U. "Net Settlement Amount" means the figure that shall be determined by deducting
5 the maximum amounts awarded for **Plaintiff's Attorneys' Fees, Plaintiff's Expenses, the Class**
6 **Representative Enhancement, Settlement Administration Costs, the LWDA Payment, and**
7 **the Aggrieved Employee PAGA Share from the Gross Settlement Amount.**

8 V. "Notice" means the Notice of Pendency of Class Action, Proposed Settlement and
9 Final Hearing, in English and Spanish, substantially in the form attached as Exhibit A.

10 W. "Objection/Exclusion Deadline Date" means the date forty-five (45) Days from
11 the date the **Settlement Administrator** mails the **Notice**. It is the date by which **Class Members**
12 must: (i) mail to the **Settlement Administrator** a written statement objecting to the **Settlement**,
13 or (ii) mail to the **Settlement Administrator** a written request for exclusion if they wish to be
14 excluded from the **Settlement Class**.

15 X. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
16 California Labor Code sections 2698, *et seq.*

17 Y. "PAGA Period" means June 20, 2019 to the **Preliminary Approval Date**.

18 Z. "Parties" means **Plaintiff and Defendant**.

19 AA. "Payment Date" means ten (10) calendar days after the **Settlement**
20 **Administrator** receives the **Gross Settlement Amount** from **Defendant**.

21 BB. "Plaintiff" means Plaintiff Hector Avina, individually, and in his capacity as the
22 party seeking to act as class representative.

23 CC. "Plaintiff's Attorneys" means Bradley/Grombacher, LLP and Law Offices of
24 Sahag Majarian II.

25 DD. "Plaintiff's Attorneys' Fees" means the amount awarded to the **Plaintiff's**
26 **Attorneys** by the **Court** for prosecuting the **Action**.

27 EE. "Plaintiff's Released Claims" means the **Claims** released by **Plaintiff** in Part
28 III.C.3, including claims for **Plaintiff's Attorneys' Fees** and **Plaintiff's Expenses**.

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1 FF. **"Plaintiff's Expenses"** means all of those expenses and costs incurred in
2 connection with the **Action** by or on behalf of **Plaintiff** or **Plaintiff's Attorneys**, excluding
3 **Settlement Administration Costs**.

4 GG. **"Preliminary Approval Date"** means the date of entry of the **Court's** order
5 granting preliminary approval of the **Settlement** according to the terms established in Part III of
6 this **Stipulation**.

7 HH. **"Released Parties"** means the **Defendant** and its former and present parents,
8 subsidiaries, affiliates, divisions, corporations in common control, predecessors, successors, and
9 assigns, as well as all past and present officers, directors, employees, partners, shareholders and
10 agents, attorneys, insurers, and any other successors, assigns, or legal representatives, if any.

11 II. **"Settlement"** means the complete settlement and conclusion of the **Action** and all
12 related **Settlement Class Released Claims**, **Aggrieved Employee Released Claims**, and
13 **Plaintiff's Released Claims** effectuated by this **Stipulation**.

14 JJ. **"Settlement Administration Costs"** means the fees and costs of any type incurred
15 or charged by the **Settlement Administrator** in connection with the execution of its duties under
16 this **Stipulation** including, but not limited to: fees and costs associated with preparing, issuing
17 and/or monitoring notice, translating the notice into Spanish, computing payments and taxes
18 made under this **Stipulation**, handling inquiries about the calculation of payments, and preparing
19 and filing any tax returns and information returns and any other filings required by any
20 governmental taxing authority or governmental agency. The Settlement Administration Costs
21 shall not exceed \$15,000.

22 KK. **"Settlement Administrator"** means, ILYM Group, Inc., the third-party
23 administrator, as mutually designated by the **Parties**, to effectuate the processing and payment of
24 all payments set forth in this **Agreement** and approved by the **Court**.

25 LL. **"Settlement Class"** or **"Settlement Class Member"** means those persons who are
26 members of the **Class** who have not properly and timely opted out of the **Action**.

27 MM. **"Settlement Class Released Claims"** means the claims released by the
28 **Settlement Class Members** in Part III.C.1 of the **Stipulation**.

1 NN. "Settlement Payments" means the amounts to be paid to individual Settlement
2 Class Members.

3 **III. SETTLEMENT TERMS**

4 The Parties enter into this Stipulation and agree as follows:

5 The Settlement described herein will resolve fully and finally all claims raised or that
6 could have been raised on behalf of Settlement Class Members, based on the same facts alleged,
7 in the Complaint, including without limitation, all claims of the Settlement Class Members for
8 the alleged failure to failure to pay wages, failure to provide meal breaks, failure to provide rest
9 breaks, failure to pay all accrued vacation, failure to furnish accurate, itemized wage statements,
10 failure to pay all wages owed at termination, failure to provide one day of rest in seven days
11 worked, unfair competition while they worked for Defendant in California during the Class
12 Period. The Settlement described herein will also resolve fully and finally the Aggrieved
13 Employees' related representative claims under the PAGA.

14 **A. Class Certification**

15 For the purposes of this Stipulation only, the Parties have agreed to the certification of a
16 conditional Class to facilitate class settlement. The designation of the Class is expressly made
17 solely for this proposed Stipulation and is without prejudice to the issues of whether this lawsuit
18 can properly be maintained as a class action. The Parties specifically reserve the right, should
19 this Stipulation become inoperative for any reason, to raise and litigate any and all issues as to
20 whether this Action can properly be maintained as a class action. The certification of the Class
21 shall be effective only with respect to the Settlement of the Action. In the event that the
22 Stipulation is terminated pursuant to its terms or the Final Settlement Date does not occur for
23 any reason, the certification of the Class shall be vacated, and the Action shall proceed as it
24 existed prior to execution of this Stipulation. The fact that the Parties were willing to stipulate
25 to class certification as part of the Settlement shall have no bearing on, or be admissible in
26 connection with, the issue of whether the Class could be certified in a non-settlement context or
27 be considered admissible for any other purpose.
28

1 **B. Settlement Consideration**

2 1. This **Settlement** requires **Defendant** to pay a total settlement amount of
3 four hundred twenty five thousand dollars (\$425,000) for: (i) all costs for **Notice** regardless of
4 media (*e.g.*, publication, letter, web-site, *etc.*); (ii) **Aggrieved Employee Payments** according to
5 a formula set forth in Part III.G.2; (iii) cash **Settlement Payments** according to a formula set
6 forth in Part III.G.4; (iv) **Plaintiff's Attorneys' Fees** not to exceed one-third (1/3) of \$425,000
7 (*i.e.*, \$141,666.66); (v) **Plaintiff's Expenses** in an amount not to exceed \$15,000; (vi) **Plaintiff's**
8 **Class Representative Enhancement** as set forth in Part III.I in an amount not to exceed \$10,000;
9 (vii) an allocation of \$25,000 to penalties under the **PAGA**, \$18,750 of the **PAGA** amount shall
10 be paid to the **LWDA**, the remaining \$6,250 shall be distributed to the **Aggrieved Employees**;
11 (viii) **Settlement Administration Costs**, not to exceed \$15,000; and (ix) any other amount
12 necessary to perform this **Settlement**.

13 2. It is agreed that **Defendant's** maximum and total liability under the
14 **Agreement** is four hundred twenty five thousand dollars (\$425,000). Other than the **Gross**
15 **Settlement Amount** and their employer-side tax obligations for the wage portion of the
16 **Settlement Payments**, **Defendant** shall not be called upon or required to contribute additional
17 monies under any circumstances whatsoever. All costs and expenses arising out of or in
18 connection with the performance of this **Stipulation** shall be paid from the total consideration
19 unless expressly provided otherwise herein.

20 **C. Release of Claims**

21 1. For and in consideration of the mutual promises contained herein, **Plaintiff**
22 and the **Settlement Class Members** fully and finally release, as of the date that **Defendant**
23 delivers the **Gross Settlement Amount** to the **Settlement Administrator**, the **Released Parties**
24 from all claims during the **Class Period** under state, and local law that were alleged in the **Action**
25 or could have been asserted based on the facts and allegations made in the **Action**, and any
26 amendments thereto, including the following claims: (a) failure to pay all wages in violation of
27 California Labor Code §§ 204, 1194, 1194.2, 1197, and 1197.1; (b) failure to provide meal breaks
28 in violation of California Labor Code §§ 200, 226.7, and 512; (c) failure to provide rest breaks in

1 violation of California Labor Code §§ 200, 226.7, and 512; (d) failure to pay all accrued vacation;
 2 (e) failure to furnish accurate, itemized wage statements in violation of California Labor Code §
 3 226; (f) failure to pay all wages owed at termination in violation of California Labor Code § 203;
 4 (g) failure to provide one day of rest in seven days worked in violation of California Labor Code
 5 §§ 551 and 552; (h) all claims for unfair business practices under California Business &
 6 Professions Code Section 17200 *et seq.* that could have been premised on the claims, causes of
 7 action or legal theories of relief described above in (a)-(g); and (i) all damages, including, but not
 8 limited to, liquidated damages, civil and statutory penalties, interest and other amounts
 9 recoverable under said claims, causes of action or legal theories of relief identified above in (a)-
 10 (h). The definition of the released claims shall not be limited in any way by the possibility that
 11 **Plaintiff** or the **Settlement Class Members** may discover new facts or legal theories or legal
 12 arguments not alleged in the operative pleadings in the **Action** but which might serve as an
 13 alternative basis for pursuing the same claims, causes of action, or legal theories of relief falling
 14 within the definition of the **Settlement Class Released Claims**.

15 2. Further, as a condition of receiving a **Settlement Payment**, each
 16 **Settlement Class Member** shall receive, in the **Notice**, substantially in the form attached hereto
 17 as Exhibit A, a **Class Release**, and by not timely submitting a written request for exclusion, will
 18 be deemed to have accepted and agreed to the terms of the **Class Release**. The terms of the **Class**
 19 **Release** shall be approved by the **Court**, and consistent with Part III.C.1.

20 3. For and in consideration of the mutual promises contained herein, **Plaintiff**
 21 and the **Aggrieved Employees** fully and finally release, as of the date that **Defendant** delivers the
 22 **Gross Settlement Amount** to the **Settlement Administrator**, the **Released Parties** from all
 23 claims for penalties pursuant to **PAGA** during the **PAGA Period** that were asserted in **Plaintiff's**
 24 May 13, 2020 letter to the California Labor and Workforce Development Agency and alleged in
 25 the **Action** or could have been asserted based on the facts and allegations made in the **Action**, and
 26 any amendments thereto, including the following claims: (a) failure to pay all wages in violation
 27 of California Labor Code §§ 204, 1194, 1194.2, 1197, and 1197.1; (b) failure to provide meal
 28 breaks in violation of California Labor Code §§ 200, 226.7, and 512; (c) failure to provide rest

1 breaks in violation of California Labor Code §§ 200, 226.7, and 512; (d) failure to pay all accrued
2 vacation; (e) failure to furnish accurate, itemized wage statements in violation of California Labor
3 Code § 226; (f) failure to pay all wages owed at termination in violation of California Labor Code
4 § 203; and (g) failure to provide one day of rest in seven days worked in violation of California
5 Labor Code §§ 551 and 552. The definition of the released claims shall not be limited in any way
6 by the possibility that **Plaintiff** or the **Aggrieved Employees** may discover new facts or legal
7 theories or legal arguments not alleged in the operative pleadings in the **Action** but which might
8 serve as an alternative basis for pursuing the same claims, causes of action, or legal theories of
9 relief falling within the definition of the **Aggrieved Employee Released Claims**.

10 4. In exchange for the consideration recited in this **Stipulation, Plaintiff**,
11 solely on behalf of himself, does hereby and forever release, acquit, and discharge and covenant
12 not to sue the **Released Parties** for any and all lawsuits, charges, claims, complaints, liabilities,
13 obligations, promises, agreements, controversies, damages, actions, omissions, claims for relief,
14 suits, rights, demands, costs, lawsuits, and expenses (including attorneys' fees and costs) of any
15 nature whatsoever, known or unknown, suspected or unsuspected, which **Plaintiff** now has or
16 claims to have, or which **Plaintiff** at any time heretofore had or claimed to have, or which
17 **Plaintiff** at any time hereafter may have or claim to have against each or any of the **Released**
18 **Parties**, arising out of or related to any matter, event, fact, act, omission, cause or thing which
19 existed, arose or occurred on or prior to the date of the execution of this **Stipulation**, including
20 without limitation, any claim for wages, compensation, overtime, bonuses, meal or rest period
21 premiums, business expense reimbursement, penalties, interest, attorneys' fees or costs; any claim
22 under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the
23 California Fair Employment and Housing Act, the Family and Medical Leave Act, the Americans
24 with Disabilities Act, the California Labor Code, the IWC Wage Orders, the Fair Labor Standards
25 Act, the California Business and Professions Code, the Consolidated Omnibus Budget
26 Reconciliation Act of 1985, and the Employee Retirement Income Security Act of 1974, or any
27 federal, state or local law or regulation prohibiting employment discrimination or regulating
28 employment. This release also includes, but is not limited to, any claim for negligent or

1 intentional infliction of emotional distress, conversion, violation of public policy, wrongful
2 termination, retaliation, breach of contract, unfair business practices or any other claim, however
3 styled, relating to or arising out of **Plaintiff's** employment with, or separation of employment
4 from, the **Defendant**.

5 5. Except for the obligations expressly provided for in this **Stipulation**,
6 **Plaintiff** fully and finally releases, as of the **Final Settlement Date**, the **Released Parties** from
7 any and all claims in favor of **Plaintiff's Attorneys** arising from the **Action**, including by way of
8 example only, any and all claims for attorneys' fees, costs, consultant's fees, expert witness fees,
9 interest, or any other expenses incurred by **Plaintiff** or on behalf of the **Class Members** or
10 **Plaintiff's Attorneys** in connection with or related in any manner to the **Action**, the **Settlement**
11 of the **Action** or the administration of the **Settlement**.

12 6. **Plaintiff**, with respect to **Plaintiff's Released Claims**, shall be deemed to
13 have, and by operation of the **Final Judgment** shall have, expressly waived and relinquished, to
14 the fullest extent permitted by law, the provisions, rights and benefits of section 1542 of the
15 California Civil Code, that provides:

16 A general release does not extend to claims that the creditor or releasing
17 party does not know or suspect to exist in his or her favor at the time of
18 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.

19 Thus, even if **Plaintiff** may hereafter discover facts in addition to or different from those
20 which he now knows or believes to be true with respect to the subject matter of **Plaintiff's**
21 **Released Claims**, **Plaintiff** shall be deemed to have and by operation of the **Final Judgment**
22 shall have, fully, finally, and forever settled and released any and all of **Plaintiff's Released**
23 **Claims** on the **Final Settlement Date**. This is true whether such claims are known or unknown,
24 suspected or unsuspected, contingent or non-contingent whether or not concealed or hidden,
25 which now exist, or heretofore have existed upon any theory of law or equity now existing or
26 coming into existence in the future, including, but not limited to, conduct which is negligent,
27 intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the
28 subsequent discovery or existence of such different or additional facts.

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D. Approval of Settlement

1. As soon as practicable, the **Parties** shall execute and file this **Stipulation** including the attached Exhibit A; and **Plaintiff** shall file motion for preliminary approval and supporting papers with the **Court** that requests that the **Court** enter a proposed **Preliminary Approval Order**, establishing a procedure for obtaining final approval of the **Settlement**. Any dispute regarding forms of notices and other documents necessary to implement the **Settlement** contained in the **Stipulation**, if not timely resolved among the **Parties**, shall be referred to the **Court**.

2. If preliminary approval is granted, a **Final Settlement Hearing** to determine final approval of the **Settlement** shall be scheduled as soon as practicable, subject to the calendar of the **Court**, after the **Preliminary Approval Date**. Upon final approval of the **Settlement** by the **Court** at or after the **Final Settlement Hearing**, the **Parties** shall seek and obtain from the **Court** a **Final Judgment**. The **Final Judgment** shall comply with section 664.6 of the California Code of Civil Procedure and all applicable California Rules of Court, including rule 3.769(h).

3. After entry of the **Final Judgment**, the **Court** shall have continuing jurisdiction over the **Action** solely for purposes of: (i) entering an order acknowledging satisfaction of the **Final Judgment**; (ii) enforcing this **Stipulation**; (iii) addressing settlement administration matters; and (iv) addressing such post-**Final Judgment** matters as may be appropriate under **Court** rules or applicable law.

4. Should the **Court** decline to approve this **Stipulation** or fail to enter the **Final Judgment**, the **Stipulation** shall be voidable by any of the **Parties** by written notice to the attorneys of record for the other **Parties** served in a manner authorized by California Code of Civil Procedure section 1013, no later than fifteen (15) **Days** after entry of any such order or after service of an applicable notice of ruling, whichever occurs later, or if no such order is entered or notice of ruling served, within 90 **Days** after the **Final Settlement Hearing**. This right to void the **Stipulation** does not apply to the **Court's** award of **Plaintiff's Attorney's Fees**, **Plaintiff's Expenses** or the **Class Representative Enhancement**, provided any such awards do not exceed

1 the amounts set forth in Parts III.H.3 and III.I. Should the **Court** award less than the maximum
2 amount sought for **Plaintiff's Attorneys' Fees, Plaintiff's Expenses** or the **Class**
3 **Representative Enhancement**, the reduced award shall not be grounds to void the settlement.

4 **E. Notice to Class Members**

5 1. The **Notice** substantially in the form attached hereto as Exhibit A, and as
6 approved by the **Court**, shall be provided to the **Class** using the procedures in this Part III.E.

7 2. Within fifteen (15) calendar days after the **Preliminary Approval Date**,
8 the **Defendant** shall provide the **Settlement Administrator** with the names, most current mailing
9 addresses, total workweeks worked by each **Class Member** during the **Class Period**, and Social
10 Security numbers for the **Class** from the records maintained by **Defendant**. This information
11 shall remain strictly confidential and shall not be disclosed to anyone, including **Plaintiff's**
12 **Attorneys**, except as necessary for the **Settlement Administrator** to carry out the reasonable
13 efforts described in this Part III.E, or pursuant to express written authorization by the **Defendant**
14 or by order of the **Court**.

15 3. Within seven (7) calendar days of receipt of the mailing address
16 information, the **Settlement Administrator** shall, using the information provided by the
17 **Defendant** along with any updated information obtained from the National Change of Address
18 database which the **Settlement Administrator** shall use to confirm mailing information, mail the
19 **Notice** to all identified **Class Members** by first-class, regular U.S. Mail to the most recent
20 address known for each **Class Member**. For **Notices** returned as undeliverable, the **Settlement**
21 **Administrator** shall conduct one or more skip traces, then send additional **Notices** to any new
22 address identified. Upon completion of these steps by the **Settlement Administrator**, the
23 **Parties** shall be deemed to have satisfied their obligation to provide the **Notice** to the **Class**.

24 **F. Objection and Exclusion Procedures**

25 1. The **Notice** shall advise **Aggrieved Employees** that: (a) they may not
26 object or request exclusion from the **Court's** approval of the **Aggrieved Employee Payments**,
27 **Aggrieved Employee Release**, or **LWDA Payment**; (b) they are bound by the **Court's** approval
28 of the **Aggrieved Employee Payments**, **Aggrieved Employee Release**, and **LWDA Payment**;

1 and (c) they will receive their **Aggrieved Employee Payment** and release the claims set forth in
2 the **Aggrieved Employee Release** even if they object to or request exclusion from the
3 **Settlement**.

4 2. The **Notice** shall provide that **Class Members** who wish to object to any
5 aspect of the **Settlement** other than the **Aggrieved Employee Payments, Aggrieved Employee**
6 **Release, and LWDA Payment** may either submit to the **Settlement Administrator** a written
7 statement objecting to the **Settlement** or appear at the **Final Settlement Hearing** and orally
8 object to the **Settlement** without first providing a written objection to the **Settlement**
9 **Administrator**. In the case of a written objection, the objection must be signed by the **Class**
10 **Member** and state: (a) the full name of the **Class Member**; (b) the dates of employment of the
11 **Class Member**; (c) the last four digits of the **Class Member's** Social Security number and/or the
12 Employee ID number; (d) contain a statement of the **Class Member's** objections; and (e) the
13 name of the case and case number, *Avina vs. Schultz Steel Company* Case No. 20STCV18569.

14 Such written statement must be mailed and postmarked to the **Settlement Administrator** on or
15 before the **Objection/Exclusion Deadline Date**. The Settlement Administrator shall email a
16 copy of the written statement objecting to the Settlement to Class Counsel and defense counsel
17 forthwith. Class Counsel shall lodge a copy of the written statement objecting to the Settlement
18 with the Court. Any written statement objecting to the **Settlement** that is not postmarked to the
19 **Settlement Administrator** on or before the **Objection/Exclusion Deadline Date** shall be of no
20 force and effect under any circumstance. **Class Members** who fail to timely mail to the
21 **Settlement Administrator** written objections in the manner specified above or who fail to appear
22 at the **Final Settlement Hearing** and orally object to the **Settlement**, shall be deemed to have
23 waived any objections and shall be foreclosed from making any objection (whether by appeal or
24 otherwise) to the **Settlement**.

25 3. The **Notice** also shall provide that **Class Members** who wish to exclude
26 themselves from the **Settlement Class** must submit to the **Settlement Administrator** a written,
27 signed statement expressing his or her desire to be excluded from the **Settlement**, and any such
28 statement shall include the name (and former names, if any), current address, telephone number

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1 and the last four (4) digits of Social Security number of the **Class Member** and stating "I wish to
2 be excluded from the *Avina v. Schultz Steel Company* settlement. I understand by excluding
3 myself, I will receive an Aggrieved Employee Payment if I worked during the PAGA Period, but
4 I will not receive any other money from the settlement reached in this matter." The written
5 request for exclusion must be mailed to and received by the **Settlement Administrator** and must
6 be postmarked on or before the **Objection/Exclusion Deadline Date**. Any written request for
7 exclusion not received by the **Settlement Administrator** or postmarked after the
8 **Objection/Exclusion Deadline Date** shall be of no force and effect under any circumstance.
9 **Class Members** who fail to mail to the **Settlement Administrator** a valid and timely written
10 request for exclusion on or before the **Objection/Exclusion Deadline Date** shall be deemed a
11 **Settlement Class Member** and bound by all terms of the **Settlement** and any **Final Judgment**
12 entered in the **Action** if the **Settlement** is approved by the **Court**, regardless of whether they have
13 objected to the **Settlement**. Any **Class Member** who timely mails a valid written request for
14 exclusion that is received by the **Settlement Administrator** will receive an **Aggrieved**
15 **Employee Settlement Payment**, but will not be a **Settlement Class Member**, will not receive a
16 **Settlement Payment**, and will not have standing to object to the **Settlement**.

17 4. If more than five percent (5%) of the persons in the **Class** file timely
18 written requests for exclusion, then **Defendant** shall have the option to declare this **Stipulation**
19 null and void if, within 15 **Days** after the **Objection/Exclusion Deadline Date**, **Defendant** serves
20 written notice of the exercise of this option on **Plaintiff's Attorneys** in a manner provided for in
21 California Code of Civil Procedure section 1013. If **Defendant** voids this **Agreement**, it shall
22 pay any expenses of the **Notice** or claims administration which the **Settlement Administrator**
23 has incurred.

24 5. The **Parties'** counsel shall receive a copy of all valid and timely written
25 objections and requests for exclusion from the **Settlement Administrator** within three (3) **Days**
26 of the **Settlement Administrator's** receipt. No later than ten (10) **Days** before the **Final**
27 **Settlement Hearing**, the **Settlement Administrator** shall provide the **Parties** with a complete
28 and accurate list of names of all **Class Members** who have properly requested exclusion from the

Settlement Class or who have submitted timely objections and all written objections to the **Settlement** and or notices of intention to appear and object that have been received.

6. The **Parties** agree that neither they nor their counsel will solicit or otherwise encourage directly or indirectly any **Class Member** to request exclusion from the **Settlement Class**, object to the **Settlement**, or appeal from the **Court's Final Judgment**.

G. Claims Administration and Payment of Claims

1. **Aggrieved Employees** are not required to submit a claim form as a condition of receiving an **Aggrieved Employee Payment**. Instead, **Aggrieved Employees** shall automatically receive a pro rata share of the **Aggrieved Employee PAGA Share**.

2. In consideration for the **Settlement** and release of the **Aggrieved Employee Released Claims**, the **Defendant** shall deliver to the **Settlement Administrator** and the **Settlement Administrator** shall pay, pursuant to an agreement with the **Plaintiff's Attorneys**, to each **Aggrieved Employee** cash compensation from the **Aggrieved Employee PAGA Share** according to the procedures set forth in this Part III.G.2. The identified **Aggrieved Employees** shall receive a pro rata share of the **Aggrieved Employee PAGA Share**. The individual **Aggrieved Employee's** payment shall be calculated by the **Settlement Administrator** by dividing the **Aggrieved Employee PAGA Share** distributable to the **Aggrieved Employees** by the total workweeks that have accrued for the **Aggrieved Employees** during the **PAGA Period** and multiplying that amount by the number of workweeks worked by the individual **Aggrieved Employee** during the **PAGA Period**. Workweeks will be separately and distinctly calculated for each **Aggrieved Employee**. Only **Aggrieved Employees** who can be identified by the **Settlement Administrator** will receive an **Aggrieved Employee Payment**. No **Aggrieved Employee Payment** will be sent to any **Aggrieved Employees** for whom a current address has not been identified.

3. **Settlement Class Members** are not required to submit a claim form as a condition of receiving a **Settlement Payment**. Instead, **Settlement Class Members** shall automatically receive a pro rata share of the **Net Settlement Amount**.

4. In consideration for the **Settlement** and release of the **Settlement Class**

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1 **Released Claims**, the **Defendant** shall deliver to the **Settlement Administrator** and the
2 **Settlement Administrator** shall pay, pursuant to an agreement with the **Plaintiff's Attorneys**, to
3 each **Settlement Class Member** cash compensation from the **Net Settlement Amount** according
4 to the procedures set forth in this Part III.G.4. The identified **Settlement Class Members** shall
5 receive a pro rata share of the **Net Settlement Amount**. The individual **Settlement Class**
6 **Member's** payment shall be calculated by the **Settlement Administrator** by dividing the **Net**
7 **Settlement Amount** distributable to the **Settlement Class** by the total workweeks that have
8 accrued for the **Settlement Class** during the **Class Period** and multiplying that amount by the
9 number of workweeks worked by the individual **Settlement Class Member** during the **Class**
10 **Period**. Workweeks will be separately and distinctly calculated for each **Settlement Class**
11 **Member**. Only **Settlement Class Members** who can be identified by the **Settlement**
12 **Administrator** will receive a **Settlement Payment**. No **Settlement Payments** will be sent to
13 any **Settlement Class Member** for whom a current address has not been identified.

14 5. If any **Settlement Class Member** or **Aggrieved Employee** does not cash
15 his/her settlement check within one hundred eighty (180) **Days** after the **Settlement**
16 **Administrator** mails the **Settlement Payment** to the **Settlement Class Member** or the
17 **Aggrieved Employee Payment** to the **Aggrieved Employee**, the unclaimed funds shall be
18 distributed to the California State Controller's Office's Unclaimed Property Fund in the name of
19 the **Settlement Class Member** or the **Aggrieved Employee**.

20 6. The **Settlement Administrator** shall regularly and accurately report to the
21 **Parties'** counsel, in written form when requested, the substance of the work performed, including
22 the amounts paid to **Settlement Class Members** and **Aggrieved Employees**, and the total
23 amount of **Settlement Payments** and **Aggrieved Employee Payments**. The **Settlement**
24 **Administrator** shall respond to questions from **Class Members** and perform other duties as
25 necessary to carry out its responsibilities under this **Stipulation**.

26 7. All **Settlement Payments** paid to **Settlement Class Members** shall be
27 allocated as follows: one-third (1/3) to wages, subject to applicable withholdings, to be reported
28 on a W-2 form; one-third (1/3) to interest, not subject to withholdings and reported on a 1099

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1 form to be issued by the **Settlement Administrator**; and one-third (1/3) to penalties, not subject
2 to withholdings and reported on a 1099 form to be issued by the **Settlement Administrator**. All
3 **Aggrieved Employee Payments** paid to **Aggrieved Employees** shall be allocated to penalties,
4 not subject to withholdings and reported on a 1099 form to be issued by the **Settlement**
5 **Administrator**. The **Parties** agree that no taxes will be withheld or paid by **Defendant** with
6 respect to the **Settlement Payments** allocated to interest or penalties or the **Aggrieved Employee**
7 **Payments**. Each individual **Settlement Class Member** and **Aggrieved Employee** shall be
8 responsible for his/her share of taxes due on the portion of his or her **Settlement Payment** and/or
9 **Aggrieved Employee Payment**. The **Parties** further agree that no taxes will be withheld or paid
10 by **Defendant** with respect to payments of the **Settlement Administration Costs, Class**
11 **Representative Enhancement, Plaintiff's Attorneys' Fees and Plaintiff's Expenses**. Any
12 taxes due thereon shall be respectively the responsibility of **Class Administrator, Plaintiff** and
13 **Plaintiff's Attorneys**. The **Parties** acknowledge and agree that proper information reporting will
14 be made to the appropriate taxing authorities regarding all payments made pursuant to this
15 **Stipulation**.

16 8. Each **Party** to this **Stipulation** and each **Class Member** acknowledges and
17 agrees that (1) no provision of this **Stipulation**, and no written communication or disclosure
18 between or among the **Parties** or their attorneys and other advisors, is or was intended to be, nor
19 shall any such communication or disclosure constitute or be construed or be relied upon as, tax
20 advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10,
21 as amended); (2) the **Parties** and **Class Members** (a) have relied exclusively upon their own
22 independent legal and tax advisors for advice (including tax advice) in connection with this
23 **Stipulation**, (b) have not entered into this **Stipulation** based upon the recommendation of any
24 other party or any attorney or advisor to any other party, and (c) are not entitled to rely upon any
25 communication or disclosure by an attorney or advisor to any other party to avoid any tax penalty
26 that may be imposed on either party; and (3) no attorney or advisor to any party has imposed any
27 limitation that protects the confidentiality of any such attorneys' or advisor's tax strategies
28 (regardless of whether such limitation is legally binding) upon disclosure by the parties of the tax

1 treatment or tax structure of any transaction, including any transaction contemplated by this
2 Stipulation.

3 9. **Defendant** will not use the **Settlement Payments** or **Aggrieved Employee**
4 **Payments** to calculate any additional benefits including, by example but not limitation, vacation,
5 holiday pay or 401(k) plan contributions. The **Settlement Payments** and **Aggrieved Employee**
6 **Payments** do not represent any modification of previously-credited hours of service or other
7 eligibility criteria under any employee pension or employee welfare benefit plan sponsored by
8 **Defendant**, nor are the **Settlement Payments** or **Aggrieved Employee Payments**
9 “compensation” for purposes of determining eligibility for, or benefit accrual within, an employee
10 pension benefit plan or employee welfare benefit or other plan sponsored by **Defendant** or its
11 predecessors, subsidiaries or successors.

12 10. **Defendant** agrees to deliver the **Gross Settlement Amount** to the
13 **Settlement Administrator** within twenty (20) calendar days after the **Final Settlement Date**.
14 The Settlement Administrator shall disburse the **Settlement Payments** to each identified
15 **Settlement Class Member** and the **Aggrieved Employee Payments** to the **Aggrieved**
16 **Employees** on the **Payment Date**.

17 **H. Plaintiff's Attorneys' Fees and Plaintiff's Expenses**

18 1. For the purposes of settlement only, **Defendant** agrees that **Plaintiff's**
19 **Attorneys** are entitled to an award of reasonable attorneys' fees and costs. **Defendant** also
20 acknowledge that the **Class** and **Aggrieved Employees** possesses a potential claim for reasonable
21 attorneys' fees and costs pursuant to, *inter alia*, the California Labor Code. The **Parties** agree
22 that any and all such claims for reasonable attorneys' fees and costs have been settled in this
23 **Stipulation**. **Plaintiff's Attorneys' Fees** are to compensate **Plaintiff's Attorneys** for all work
24 already performed in this **Action**, and all remaining work to be performed in documenting the
25 **Settlement**, securing **Court** approval of the **Settlement**, making sure the **Settlement** is fairly
26 administered and implemented, and obtaining the **Final Judgment**.

27 2. The **Parties** agree that the **Gross Settlement Amount** includes all costs,
28 fees, expenses to be incurred in giving **Notice** to the **Class** and all of the costs, fees, and expenses

1 of administering the disbursement of the **Settlement Payments** and **Aggrieved Employee**
2 **Payments**.

3 3. **Defendant** understands that **Plaintiff's Attorneys** will apply to the **Court**
4 for an award of **Plaintiff's Attorneys' Fees** and **Plaintiff's Expenses**, which will be scheduled
5 for determination at the **Final Settlement Hearing** or as the **Court** directs. **Defendant** will not
6 oppose **Plaintiff's Attorneys'** application for a reasonable award of **Plaintiff's Attorneys' Fees**
7 in a total amount not to exceed one-third (1/3) of \$425,000 (*i.e.*, \$141,666.66) and **Plaintiff's**
8 **Expenses** not to exceed \$15,000. **Plaintiff**, the **Settlement Class**, and the **Aggrieved Employees**
9 shall not seek payment of attorneys' fees or reimbursement of costs or expenses from **Defendant**
10 except as set forth herein. **Plaintiff's Attorneys' Fees** and **Plaintiff's Expenses** shall be paid on
11 the **Payment Date**.

12 **I. Class Representative Enhancement**

13 **Defendant** will not oppose a request that **Plaintiff** be paid a **Class Representative**
14 **Enhancement** in an amount not to exceed ten thousand dollars (\$10,000). The **Class**
15 **Representative Enhancement** shall be paid on the **Payment Date**.

16 **J. Additional Terms**

17 1. **Defendant** denies they have engaged in any unlawful activity, have failed
18 to comply with the law in any respect, or have any liability to anyone under the claims asserted in
19 the **Action**. **Plaintiff** acknowledges that his claims against **Defendant** have been amicably
20 resolved. The **Parties** expressly acknowledge that this **Stipulation** is entered into for the purpose
21 of compromise of highly disputed claims and that nothing herein is an admission of liability,
22 wrongdoing or certification of a class for purposes of determination on the merits by **Defendant**.
23 Neither the **Stipulation** nor any document prepared in connection with the **Settlement** may be
24 admitted in any proceeding as an admission by **Defendant**, **Plaintiff**, or any person within the
25 definition of the **Class**. However, this paragraph and all other provisions of this **Stipulation**
26 notwithstanding, any and all provisions of this **Stipulation** may only be admitted in evidence and
27 otherwise used in any and all proceedings to enforce any or all terms of this **Stipulation**, or in
28 defense of any claims released or barred by this **Stipulation**.

2. **Plaintiff and Plaintiff's Attorneys** shall only disclose the **Settlement** or its terms in papers filed with the **Court**, in accordance with **Court** approved notice procedures, in response to any inquiries from any **Settlement Class Members** or if required by legal process.

Plaintiff and Plaintiff's Attorneys shall not publicize the **Settlement** or the **Action**, directly or indirectly, to any representative of any form of mass or social media, including, but not limited to, speeches, press conferences, press releases, interviews, television, print, radio, or internet media.

Plaintiff and Plaintiff's Attorneys shall not make any public statement or release, including, but not limited to, on any website, which specifically references the **Action** or **Released Parties**.

Defendant may make such disclosures as required under its contractual and legal obligations.

3. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To the Class or the Plaintiff:

BRADLEY/GROMBACHER, LLP

Marcus J. Bradley, Esq.
 Kiley L. Grombacher, Esq.
 Lirit A. King, Esq.
 31365 Oak Crest Drive, Suite 240
 Westlake Village, California 91361
 Telephone: (805) 270-7100
 Facsimile: (805) 270-7589
 mbradley@bradleygrombacher.com
 kgrombacher@bradleygrombacher.com
 lking@bradleygrombacher.com

**LAW OFFICES OF SAHAG
 MAJARIAN II**

Sahag Majarian II, Esq.
 18250 Ventura Boulevard
 Tarzana, California 91356
 Telephone: (818) 609-0807
 Facsimile: (818) 609-0892
 E-mail: sahagii@aol.com

To Defendant Shultz Steel Company:

**BRYAN CAVE LEIGHTON
 PAISNER LLP**

Allison C. Eckstrom
 Christopher J. Archibald
 1920 Main St., Suite 1000
 Irvine, California 92614-7276
 Telephone: (949) 223-7000
 Facsimile: (949) 223-7100
 allison.eckstrom@bcplaw.com
 christopher.archibald@bcplaw.com

4. Except as expressly provided in this **Stipulation**, **Plaintiff**, individually and as class representative, **Defendant**, all attorneys for **Plaintiff** and the **Class**, and all attorneys

1 for **Defendant**, hereby waive any and all rights to appeal, this waiver being contingent upon the
2 **Court** entering the **Final Judgment**. This waiver includes waiver of all rights to any post-
3 judgment proceeding and appellate proceeding, including but not limited to, motions for relief
4 from judgment and motions to amend or alter the judgment.

5 5. After this **Stipulation** is fully executed by all **Parties** and their attorneys of
6 record, this **Stipulation** and its attached Exhibit A shall constitute the entire agreement relating to
7 settlement of this **Action** and the causes of action and defenses asserted therein, and it shall then
8 be deemed that no oral representations, warranties or inducements have been made to any party
9 concerning this **Stipulation** or its Exhibit A other than the representations, warranties and
10 covenants expressly stated in this **Stipulation** and its Exhibit A. In the event this **Stipulation** is
11 canceled, rescinded, terminated, voided or nullified, however that may occur, or this **Stipulation**
12 is barred by operation of law, or invalidated, or ordered not to be carried out by a court of
13 competent jurisdiction, this **Stipulation** shall be null and void for all purposes and neither
14 **Plaintiff** nor **Defendant** shall be bound by any of its terms. If such an event were to occur, the
15 **Parties** shall revert to the position they were in immediately preceding the execution of this
16 **Stipulation**.

17 6. After this **Stipulation** is fully executed by all **Parties** and their attorneys of
18 record, all litigation in the **Action** shall be stayed, and no **additional Court** filings shall be made
19 by the **Parties** except as specifically provided for herein and as are necessary to enforce the terms
20 of this **Stipulation** or as ordered by the **Court**.

21 7. **Plaintiff's Attorneys** unconditionally warrant and represent that they are
22 authorized by **Plaintiff** for whom they are attorneys of record, and the attorneys of record for
23 **Defendant** warrant and represent that they are authorized by **Defendant**, to take all appropriate
24 action required or permitted to be taken by such **Parties** pursuant to this **Stipulation** to effectuate
25 its terms, and to execute any other documents required to effectuate the terms of this **Stipulation**.
26 The **Parties** and their counsel will cooperate with each other and use their best efforts to effect
27 the implementation of the **Settlement**. In the event the **Parties** are unable to reach agreement on
28 the form or content of any document needed to implement the **Stipulation**, or on any

1 supplemental provisions that may become necessary to effectuate the terms of this **Stipulation**,
2 the **Parties** agree to first seek the assistance of mediator Steve Serratore. If the **Parties** are
3 unable to reach an agreement with the mediator's assistance, they will seek the assistance of the
4 **Court**. In all cases all such documents, supplemental provisions and assistance of the mediator
5 and the **Court** shall be consistent with this **Stipulation**.

6 8. **Plaintiff's Attorneys** shall be permitted to retain a copy of all confidential
7 documents produced by **Defendant** in the **Action** for a period of not more than five (5) years
8 from the date of entry of Judgment. **Plaintiff's Attorneys** shall not be permitted to use any
9 confidential documents produced by **Defendant** in the **Action**, except in a proceeding for
10 malpractice against **Plaintiff's Attorneys**.

11 9. This **Stipulation** may be amended, modified, changed, or waived only by
12 an express written instrument signed by all **Parties** or their successors-in-interest.

13 10. This **Stipulation** shall be binding upon, and inure to the benefit of, the
14 successors of each of the **Parties**.

15 11. All **Settlement** documents, including form of notice, preliminary approval
16 and final approval must be acceptable to both **Parties** prior to being filed with the **Court**.

17 12. All terms of this **Stipulation** and its Exhibit A shall be governed by and
18 interpreted according to the laws of the State of California, without giving effect to any conflict of
19 law principles or choice of law principles.

20 13. The **Parties** have cooperated in the drafting and preparation of this
21 **Stipulation**. This **Stipulation** shall not be construed against any party on the basis that the party
22 was the drafter or participated in the drafting.

23 14. This **Stipulation** may be executed in one or more counterparts. All
24 executed counterparts and each of them shall be deemed to be one and the same instrument.
25 Facsimile signatures or electronic signature may be used for the same purposes as an original.
26 Any executed counterpart shall be admissible in evidence to prove the existence and contents of
27 this **Stipulation**.

28 15. **Plaintiff** and **Defendant** believe this is a fair, reasonable and adequate

1 **Settlement** and have arrived at this **Settlement** through arms-length negotiations, taking into
 2 account all relevant factors, present and potential.

3 16. The descriptive headings of any paragraph or sections of this **Stipulation**
 4 are inserted for convenience of reference only and do not constitute a part of this **Stipulation**.

5
 6
 7 Dated: _____, 2022

Hector Avina

8
 9
 10 _____
 Hector Avina

11
 12 Dated: January 20 2022

SHULTZ STEEL COMPANY

13 By: Colette Koby

14 Name: Colette Koby

15 Title: Senior Empl Counsel

16
 17
 18
 19
 20 APPROVED AS TO FORM ONLY:

21 Dated: January 17, 2022

BRYAN CAVE LEIGHTON PAISNER LLP
 Allison C. Eckstrom
 Christopher J. Archibald

22
 23
 24 By: Ac. Eckstrom
 Allison C. Eckstrom

25 Attorneys for Defendant
 26 SHULTZ STEEL COMPANY

1 Dated: January 17, 2022

BRADLEY/GROMBACHER, LLP

Marcus J. Bradley

Kiley L. Grombacher

Lirit A. King

By:



Marcus Bradley

Attorneys for Plaintiff

HECTOR AVINA

8 Dated: January 17, 2022

LAW OFFICES OF SAHAG MAJARIAN II

Sahag Majarian II

By:



Sahag Majarian II

Sahag Majarian II

Attorneys for Plaintiff

HECTOR AVINA

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