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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

YANET GARCIA, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

vs.

JOHNSON MATTHEY, INC., an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 2019-00003740-CU-OE-CTL

Honorable Eddie C. Sturgeon
Department C-67

CLASS ACTION

**DECLARATION OF EDWIN AIWAZIAN
IN SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

[Plaintiffs' Motion for Preliminary Approval of
Class Action Settlement; Declarations of
Proposed Class Representatives (Yanet Garcia
and Austin Wilder); and [Proposed] Order filed
concurrently herewith]

Date: November 20, 2020
Time: 1:30 p.m.
Department: C-67

Complaint Filed: January 18, 2019
Trial Date: None Set

DECLARATION OF EDWIN AIWAZIAN

I, Edwin Aiwarzian, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers for Justice, PC, attorneys of record for Plaintiff Yanet Garcia and Proposed Plaintiff Austin Wilder. The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

EDUCATION

2. In May of 2004, I graduated from *Pepperdine University School of Law* with a Juris Doctor degree. I have extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, I have previously served as a *pro bono* mediator for the Los Angeles Superior Court. In October of 2000, I obtained a Litigation Paralegal Certificate from the *UCLA Extension Program*. During the summer of 2000, I studied Legal Writing at *Harvard University*. In April of 1999, I obtained a Bachelor of Arts degree in Communication with a concentration in Natural Sciences from *Pepperdine University*.

JUDICIAL EXTERNSHIPS

3. From approximately September 2002 to approximately December 2002, I served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the *United States Court of Appeals for the Ninth Circuit*. From approximately June 2002 to approximately August 2002, I served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the *California Court of Appeal for the Second Appellate District*.

LITIGATION AND CLASS ACTION EXPERIENCE

4. In December of 2004, I obtained a license to practice law from the California State Bar. From approximately December 2004 to approximately August 2008, I was employed by the law firm of *Girardi & Keese*.

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1 5. At *Girardi & Keese*, my practice focused on class actions and other complex cases
2 involving toxic torts and products liability. In addition, I gained substantial experience on cases
3 involving insurance bad faith, premises liability, and medical negligence. While employed by
4 *Girardi & Keese*, I argued approximately 100 motions, took or defended approximately 150
5 depositions, and prepared dozens of expert witnesses for deposition or trial.

6 6. Since its inception, in or around October of 2008, *Lawyers for Justice, PC* has almost
7 exclusively focused on the prosecution of consumer and employment class actions, involving
8 wage-and-hour claims, race discrimination, unfair business practices or consumer fraud.
9 Currently, we are the attorneys of record in over a dozen employment-related putative class actions
10 in both state and federal courts in the State of California. Our firm has successfully litigated cases
11 involving the executive, administrative, and other overtime exemptions to the State of California
12 and federal overtime compensation requirements. During this relatively short time, in association
13 with other law firms, we have recovered millions of dollars on behalf of thousands of individuals
14 in California.

15 **EXAMPLES OF CLASS ACTION RESULTS**

16 7. What follows are just a few examples of the type of results we have achieved on
17 behalf of our clients:

18 a) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
19 and-hour class and representative action against a major property management company involving
20 allegations of misclassification of various “manager” positions. On September 20, 2010, the court
21 granted final approval of the class and representative action settlement. The Los Angeles County
22 Superior Court Case Number is BC400414.

23 b) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
24 and-hour class action against a national retailer involving allegations of misclassification of the
25 “Assistant Store Manager” position. On October 28, 2010, the court granted final approval of the
26 class action settlement. The Los Angeles County Superior Court Case Number is BC413498.

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1 c) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
2 and-hour class and representative action against a national property management company
3 involving allegations of misclassification of the “Property Manager” position. On May 23, 2012,
4 the court granted final approval of the class and representative action settlement. The Los Angeles
5 County Superior Court Case Number is BC430918.

6 d) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
7 and-hour class action against a national retailer involving allegations of misclassification of the
8 “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class
9 certification. On August 26, 2013, the court granted final approval of the class action settlement.
10 The Los Angeles County Superior Court Case Number is BC424012.

11 e) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
12 and-hour class and representative action against a bank, involving allegations of misclassification
13 of the “Assistant Branch Manager” position. On August 27, 2013, the court granted final approval
14 of the class and representative action settlement. The Kern County Superior Court Case Number
15 is S-1500-CV-273194-LHB.

16 f) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
17 and-hour class and representative action against a national wholesale distributor of plumbing and
18 builder supplies, involving allegations of misclassification of multiple salaried “manager”
19 positions. On May 22, 2014, the court granted final approval of the class and representative action
20 settlement. The Sacramento County Superior Court Case Number is 34-2012-00136285.

21 g) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
22 and-hour class action involving allegations of misclassification of the “Operations Manager”
23 position. On September 16, 2014, the court granted plaintiffs’ motion for class certification. The
24 Los Angeles County Superior Court Case Number is BC478769.

25 h) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
26 and-hour class and representative action against a national retailer of household items, on behalf
27 of hourly-paid or non-exempt employees. On May 27, 2015, the court granted final approval of
28 the class and representative action settlement. The San Francisco County Superior Court Case

Number is CGC-13-532344.

i) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-hour class action involving allegations of misclassification of the salaried residential “Property Manager” position. On September 17, 2015, the court granted plaintiffs’ motion for class certification. The Los Angeles County Superior Court Case Number is BC474784.

j) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-hour class and representative action against a national retailer of upscale hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court granted final approval of the class and representative action settlement. The Los Angeles County Superior Court Case Number is JCCP4794.

k) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-hour class and representative action against a national retailer of apparel and fashion accessories, on behalf of non-exempt employees. On August 5, 2016, the court granted final approval of the class and representative action settlement. The Los Angeles County Superior Court Case Number is BC488069.

l) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-hour class action against a national retailer of apparel, accessories, and home products, involving allegations of misclassification of the “Department Manager” position. On August 12, 2016, the court granted plaintiffs’ motion for class certification in part and certified a class. The Alameda County Superior Court Case Number is RG13680477.

m) Our firm represented the plaintiff in a representative action under the Private Attorneys General Act, against a real estate and property management company, on behalf of non-exempt employees. On November 4, 2016, the Court granted approval of the settlement. The Orange County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

n) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-hour class action against a full-service bank, on behalf of non-exempt employees. On November 18, 2016, the court granted final approval of the class action settlement. The San Francisco County Superior Court Case Number is CJC-13-004839.

1 o) Our firm represented the plaintiffs in a wage-and-hour class and
2 representative action against a foodservice distributor, on behalf of non-exempt employees. On
3 January 26, 2017, the court granted final approval of the class and representative action settlement.
4 The San Bernardino County Superior Court Case Number is CIVDS1507260.

5 p) Our firm, on behalf of the plaintiff and respondent in a PAGA representative
6 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the
7 employer's motion to compel arbitration, which resulted in a published opinion by the California
8 Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply*, 9
9 Cal.App.5th 439 (Cal. App. 4th Dist., Mar. 7, 2017), review denied, cert. denied (U.S. Supreme
10 Court Docket No. 17-254).

11 q) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
12 and-hour class and representative action against a consumer packaging company, on behalf of non-
13 exempt employees. On March 10, 2017, the court granted final approval of the class and
14 representative action settlement. The Los Angeles County Superior Court Case Number is
15 BC590429.

16 r) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
17 and-hour class action and representative action against a manufacturer of food service industry
18 supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final approval
19 of the class and representative action settlement. The Orange County Superior Court Case Number
20 is 30-2015-00810013-CU-OE-CXC.

21 s) Our firm represented the plaintiff in a wage-and-hour class and
22 representative action against a property management company, on behalf of non-exempt
23 employees. On June 14, 2017, the court granted final approval of the class and representative
24 action settlement. The Los Angeles County Superior Court Case Number is BC586234.

25 t) Our firm represented the plaintiffs in a wage-and-hour class action and
26 representative action against a food company on behalf of non-exempt employees. On June 30,
27 2017, the court granted final approval of the class and representative action settlement. The
28 Sacramento County Superior Court Case Number is 34-2015-00175871.

1 u) Our firm represented the plaintiffs in a wage-and-hour class action and
2 representative action against a chocolate company on behalf of non-exempt employees. On July
3 19, 2017, the court granted final approval of the class and representative action settlement. The
4 Alameda County Superior Court Case Number is RG15764300.

5 v) Our firm, in association with co-counsel, represented the plaintiff in a wage-
6 and-hour class action against a container manufacturer, on behalf of non-exempt employees. On
7 October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare County
8 Superior Court Case Number is VCU264528.

9 w) Our firm represented the plaintiff in a wage-and-hour class action against a
10 parking company on behalf of non-exempt employees. On September 3, 2019, the court granted
11 the plaintiff's motion for class certification and certified a class. The Santa Clara County Superior
12 Court Case Number is 16CV292208 and the Judicial Council Coordination Proceeding Number is
13 JCCP 4886.

14 x) Our firm, in association with other counsel, on behalf of the plaintiff and
15 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
16 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
17 notable decision from the California Supreme Court clarifying the law and finding, in part, that
18 employer arbitration agreements are unenforceable where they block a PAGA claim from
19 proceeding, *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019).

20 y) Our firm represented the plaintiffs in a wage-and-hour class and
21 representative action against a bank on behalf of non-exempt employees. On September 27, 2019,
22 the court granted the plaintiffs' motion for class certification in part and certified a class. The
23 Alameda County Superior Court Case Number is RG15757606 and the Judicial Council
24 Coordination Proceeding Number is JCCP 4921.

25 z) Our firm represented the plaintiffs in a wage-and-hour class action and
26 representative action against a manufacturer of plastic containers on behalf of non-exempt
27 employees. On October 31, 2017, the court granted final approval of the class and representative
28 action settlement. The Los Angeles County Superior Court Case Number is BC577233.

1 aa) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
2 and-hour class action and representative action against a property management company on behalf
3 of hourly-paid and non-exempt employees. On January 4, 2018, the court entered an order granting
4 final approval of the class and representative action settlement. The Los Angeles County Superior
5 Court Case Number is JCCP 4819.

6 bb) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
7 and-hour class action and representative action against a global provider of flexible office space
8 solutions. On February 15, 2018, the court entered an order granting final approval of the class
9 and representative action settlement. The Los Angeles County Superior Court Case Number is
10 BC498401.

11 cc) Our firm represented the plaintiffs in a wage-and-hour class and
12 representative action against a behavioral health service provider on behalf of non-exempt
13 employees. On November 13, 2018, the court granted final approval of the class and
14 representative action settlement. The Alameda County Superior Court Case Number is
15 RG16811450.

16 dd) Our firm, in association with co-counsel, represented the plaintiff in a
17 representative action under the Private Attorneys General Act, against a global provider of
18 products and services to the energy industry, on behalf of hourly-paid and non-exempt employees.
19 On November 19, 2018, the Court granted approval of the settlement. The Kern County Superior
20 Court Case Number is S-1500-CV-280215-SDC.

21 ee) Our firm represented the plaintiffs in a wage-and-hour class and
22 representative action against a national retailer of apparel and fashion accessories, on behalf of
23 non-exempt employees. On October 9, 2019, the court granted the plaintiffs' motion for class
24 certification in part and certified a class. The Sacramento County Superior Court Case Number is
25 34-2015-00175330-CU-OE-GDS.

26 ff) Our firm represented the plaintiff in a wage-and-hour class and
27 representative action against a medical equipment supplier on behalf of non-exempt employees.
28 On February 13, 2020, the court granted the plaintiff's motion for class certification and certified

1 a class. The San Bernardino County Superior Court Case Number is CIVDS1505744.

2 gg) Our firm, in association with other counsel, represented the plaintiff in a
3 wage-and-hour class and PAGA representative action against a large national drug testing
4 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
5 plaintiff's motion for class certification and certified a class. The San Diego County Superior
6 Court Case Number is 37-2018-00019611-CU-OE-CTL.

7 hh) Our firm represented the plaintiffs in a wage-and-hour class and
8 representative action against a national retailer of sportswear, footwear, and camping equipment
9 on behalf of non-exempt employees. On March 16, 2020, the court granted in part the plaintiff's
10 motion for class certification and certified a class. The Riverside County Superior Court Case
11 Number is RICJCCP4930.

12 PRELIMINARY APPROVAL

13 8. Marked and attached hereto as "**EXHIBIT 1**" is the Joint Stipulation of Class Action
14 and PAGA Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement")
15 entered into by and between Plaintiff Yanet Garcia and Proposed Plaintiff Austin Wilder
16 (collectively referred to as "Plaintiffs"), individually and on behalf of all others similarly situated
17 and other aggrieved employees, on the one hand, and Defendant Johnson Matthey Inc.
18 ("Defendant"), on the other hand (collectively, the "Parties"). The Parties and their counsel have
19 approved the proposed Notice of Class Action Settlement ("Class Notice"), which is attached to
20 the Settlement Agreement as "Exhibit A" and respectfully request that the Court approve it as
21 well. The Parties have also drafted and agreed to the form and content of the [Proposed] First
22 Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys
23 General Act, California Labor Code § 2698, Et Seq. ("Operative Complaint" or "First Amended
24 Complaint"), which is attached as "Exhibit 2" to the [Proposed] Order Granting Preliminary
25 Approval of Class Action Settlement, filed concurrently herewith. As part of the Settlement, the
26 Parties agreed to amend the complaint to, *inter alia*, add Austin Wilder as a named plaintiff and
27 formally allege a cause of action under PAGA. Class Counsel respectfully requests the Court grant
28 leave to file the First Amended Complaint so that the terms of the Settlement Agreement and the

1 intent of the Parties may be effectuated.

2 9. Based on information provided by Defendant, as of September 2020, the Class is
3 estimated to consist of approximately four hundred forty-four (444) individuals.

4 10. The effectiveness of Lawyers *for* Justice, PC (“Class Counsel”) in prosecuting this
5 matter has translated into tangible monetary benefits for the Class Members in the following
6 respects: (1) Class Members recover over a reasonably short period of time as opposed to waiting
7 additional years for the same, or possibly worse, result; (2) a guaranteed result that compares
8 favorably with other similar class action settlements of this type given the strengths and
9 weaknesses of the case; and (3) significant savings in Class Counsel’s fees and/or costs that would
10 have only increased significantly had the case progressed through certification, trial, and/or
11 appeals.

12 11. Class Counsel has litigated the case since January 18, 2019 and was actively
13 preparing the matter for class certification and trial. The Parties have engaged in extensive
14 settlement negotiations and participated in a formal, full-day mediation conducted by Paul
15 Grossman, esq., a well-respected mediator experienced in mediating complex labor and
16 employment matters. Prior to and during the mediation and settlement discussions, the Parties
17 exchanged class information and engaged in an extensive discussion regarding their evaluations
18 of the case and various aspects of the case, including but not limited to, the risks and delays of
19 further litigation, the risks to the Parties of proceeding with class certification and/or representative
20 adjudication, the law relating to off-the-clock theory, meal and rest periods, PAGA representative
21 actions, and wage-and-hour enforcement, as well as the evidence produced and analyzed, and the
22 possibility of appeals, among other things. During all settlement discussions, the Parties
23 conducted their negotiations at arm’s length in an adversarial position. Arriving at a settlement
24 that was acceptable to all Parties was not easy. Defendant and its counsel felt strongly about their
25 ability to prevail on the merits and at certification, and Plaintiffs and Class Counsel believed that
26 they would be able to obtain class certification and prevail at trial. After conducting investigations,
27 formal and informal discovery, and exchange of information, extensive settlement negotiations,
28 and with the aid of the mediator’s evaluation, the Parties have agreed that the matter is well-suited

1 for settlement given the legal issues relating to Plaintiffs' principal claims, as well as the costs and
2 risks to both sides that would attend further litigation. The Settlement is a fair, reasonable, and
3 adequate resolution of the Released Claims of Plaintiffs and Settlement Class Members, against
4 the Released Parties.

5 12. The Parties used the pre-mediation time to investigate the veracity, strength, and
6 scope of the claims, and Class Counsel was preparing the action for class certification and trial.
7 Prior to engaging in mediation, Plaintiffs conducted extensive investigation and formal and
8 informal discovery regarding the facts of the case, including and not limited to, the exchange,
9 review, and analysis of thousands of pages of documents and data obtained from Defendant and
10 other sources. Class Counsel propounded multiple sets of formal written discovery requests onto
11 Defendant and noticed the depositions of Defendant's Person Most Knowledgeable designees
12 regarding organization structure, job duties, and affirmative defenses. The volume of data and
13 documents that Class Counsel reviewed and analyzed included and was not limited to:
14 employment records of Plaintiffs, a detailed sampling of Class Members' time and pay data,
15 company policy acknowledgements, agreements (such as a confidentiality agreement), forms,
16 notices, training records, internal memoranda, job descriptions, and Defendant's operations and
17 employment practices, procedures, and policies (including, but not limited to, time and attendance
18 policy and business integrity and ethics policy), among other information and documents. Class
19 Counsel interviewed Plaintiffs and other Class Members to gather facts and to identify potential
20 witnesses. Counsel for the Parties also met and conferred on numerous occasions, e.g., to discuss
21 issues relating to discovery and the production of documents and data prior to the mediation. Class
22 Counsel also drafted pleadings and mediation brief and prepared for and attended court
23 proceedings, mediation, and settlement negotiations, among other tasks.

24 13. Counsel for the Parties have also invested time researching and investigating the
25 applicable law, which is constantly evolving as it relates to certification, representative PAGA
26 claims, off-the-clock theory, meal and rest periods, wage-and-hour enforcement, Plaintiffs' claims
27 and damages, and Defendant's defenses thereto, as well as facts discovered. Based on our analysis,
28 I submit that the result achieved in this litigation is fair, adequate, and reasonable.

1 14. The Settlement provides for a Maximum Settlement Amount of two million nine
2 hundred thousand dollars (\$2,900,000.00). The Net Settlement Amount is the Maximum
3 Settlement Amount less the following amounts subject to approval by the Court: Attorneys' Fees
4 and Costs to Class Counsel, Enhancement Payments to Plaintiffs, Settlement Administration Costs
5 to Settlement Administrator, and LWDA Payment to the Labor and Workforce Development
6 Agency ("LWDA"). Assuming that the amounts allocated under the Settlement toward these
7 payments are awarded by the Court, the Net Settlement Amount is currently estimated to be one
8 million seven hundred fifty-seven thousand dollars (\$1,757,000). The Maximum Settlement
9 Amount will be fully distributed in accordance with the terms of the Settlement and there is no
10 reversion to Defendant. Based on the class consisting of approximately four hundred forty-four
11 (444) individuals as of September 2020 and the Net Settlement Amount of \$1,757,000, the average
12 Individual Settlement Share is approximately \$3,957.21.

13 15. The Parties have agreed to retain Simpluris, Inc. ("Simpluris" or "Settlement
14 Administrator") to handle the notice and settlement administration. The Parties respectfully
15 request that the Court appoint Simpluris to handle these procedures and serve as the Settlement
16 Administrator. Defendant will provide Simpluris with a list of Class Members that Defendant
17 will compile from its records, which will include each Class Member's full names, last known
18 mailing addresses, last known telephone numbers (if available), Social Security numbers, and
19 number of Workweeks ("Class Data and List"), and Simpluris will calculate each Settlement Class
20 Member's estimated share of the Net Settlement Amount ("Individual Settlement Share").
21 Simpluris will also translate the Class Notice in Spanish and Vietnamese, receive requests for
22 exclusion from the Settlement, objections to the Settlement, and disputes regarding Workweeks;
23 provide necessary reports and declarations; calculate, subtract, and transmit necessary taxes and
24 withholdings; prepare and submit informational and other tax filings and documents; issue and
25 transmit all payments provided for by the Settlement, including and not limited to, mailing
26 Individual Settlement Payment checks to the Settlement Class Members; and perform any other
27 usual and customary duties for administering a class action settlement. Settlement Administration
28 Costs are currently estimated not to exceed fifteen thousand dollars (\$15,000.00) and will be paid

1 out of the Maximum Settlement Amount, subject to approval of the Court.

2 16. Based on investigation and information discovered, Class Counsel believes that
3 there is sufficient evidence to support the allegations made in the lawsuit, including the allegations
4 that Defendant, with respect to Plaintiffs and the Class Members, *inter alia*, failed to properly pay
5 overtime and minimum wages and associated premium pay, failed to provide compliant meal and
6 rest periods and to pay associated premium pay, failed to timely pay wages during employment
7 and upon termination of employment, failed to provide compliant wage statements, failed to
8 maintain requisite payroll records, and failed to reimburse necessary business expenses, and
9 thereby engaged in unfair business practices and conduct giving rise to penalties recoverable under
10 the Private Attorneys General Act of 2004 (California Labor Code sections 2698, *et seq.*).
11 Plaintiffs also asserted that Class Members were subject to the same or similar operations and
12 employment policies, practices, and procedures. Additionally, Plaintiffs asserted that Defendant's
13 recordkeeping practices with respect to Plaintiffs and the Class Members were substantially the
14 same during the time period at issue. As a result, Plaintiffs contend that the Class Members were
15 uniformly not paid all of the compensation that was owed to them by Defendant since January 18,
16 2015. Thus, in Class Counsel's view, it is clear that the outcome of this litigation would be
17 determined by Defendant's uniform operations and employment practices, policies, and
18 procedures that Plaintiffs allege applied across its non-exempt employees in California during the
19 Class Period.

20 17. Class Counsel is aware of the defenses and position of Defendant but believes that
21 Plaintiffs could potentially obtain class certification despite many obstacles. Plaintiffs have also
22 taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties
23 and delays inherent in such litigation, including those involved in class certification and/or
24 representative adjudication. Plaintiffs further recognize the burdens of proof necessary to establish
25 liability for the claims asserted in the lawsuit, Defendant's defenses, and the difficulties in
26 establishing entitlement to monetary recovery. Plaintiffs have also considered the Parties'
27 settlement discussions, as well as the evaluations of the mediator, who is experienced and well-
28 regarded in complex labor and employment matters.

1 18. Defendant, on the other hand, denied and continues to deny any liability and
2 wrongdoing of any kind associated with the claims alleged in the lawsuit, and further denies that
3 the lawsuit is appropriate for class treatment or representative adjudication for any purpose other
4 than this Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides
5 have also had the opportunity to interview witnesses and review documents and information
6 relating to Plaintiffs' and Class Members' employment with Defendant, and Defendant's
7 operations and employment policies, practices, and procedures. The Parties also reviewed and
8 analyzed thousands of pages of documents and data, including but not limited to a detailed
9 sampling of Class Members' time and pay information, to determine the potential value and
10 strength of the claims. The available information enabled Class Counsel to estimate the potential
11 claims of the Class and prepare damages/valuation models. Accordingly, the Parties have
12 conducted adequate investigation and discovery to be sufficiently informed of the nature and
13 extent of the Class Members' claims, and to enable both sides to fully evaluate the Settlement for
14 its fairness, adequacy, and reasonableness. The Parties have agreed that the matter is well-suited
15 for settlement given the legal issues relating to Plaintiffs' principal claims, as well as the costs and
16 risks to both sides that would attend further litigation. The Settlement takes into account the
17 strengths and weaknesses of each side's position and the uncertainty of how the case might have
18 concluded at certification, trial, and/or appeals.

19 19. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees
20 in an amount of up to thirty-five percent (35%) of the Maximum Settlement Amount
21 (i.e., \$1,015,000.00) and expenses and costs in an amount not to exceed eighteen thousand dollars
22 (\$18,000.00), which will be paid out of the Maximum Settlement Amount, subject to approval by
23 the Court. It should be noted that Class Counsel has borne all of the risks and costs of litigation
24 and will not receive any compensation until recovery is obtained.

25 20. The Settlement Agreement provides for payment of up to ten thousand dollars
26 (\$10,000.00) each to Plaintiffs as Enhancement Payments (for a combined total of \$20,000), to be
27 paid out of the Maximum Settlement Amount subject to approval by the Court. Plaintiffs spent
28 considerable time and effort to produce relevant documents and past employment records and to

1 provide the facts and evidence necessary to attempt to prove the allegations. Plaintiffs were
2 available whenever Class Counsel needed them and actively tried to obtain information that would
3 benefit the Class. Accordingly, it is appropriate and just for Plaintiffs to each receive an
4 Enhancement Payment, in addition to their Individual Settlement Payments, for their services on
5 behalf of the Class.

6 21. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is
7 in the best interest of the Class. Class Counsel further submits that the Settlement is within an
8 acceptable range of recovery for this type of litigation given the strengths and weaknesses of the
9 case, the inherent costs and risks of further litigation, and the costs and risks associated with class
10 certification, representative adjudication, trial, and/or appeals.

11 I declare under penalty of perjury under the laws of the State of California that the
12 foregoing is true and correct.

13 Executed on this 13th day of November 2020, at Glendale, California.

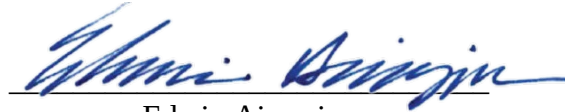
14 
15 Edwin Aiwanian

EXHIBIT 1

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

This Joint Stipulation of Class Action and PAGA Settlement and Release (“Agreement” or “Settlement Agreement”) is made and entered into by and between Plaintiffs Yanet Garcia and Austin Wilder (“Plaintiffs” or “Class Representatives”), as individuals and on behalf of all others similarly situated and aggrieved employees, and Defendant Johnson Matthey Inc. (“Defendant”) (collectively with Plaintiffs, the “Parties”).

This Settlement Agreement shall be binding on Plaintiffs and Settlement Class Members (as defined herein) and on Defendant, subject to the terms and conditions hereof and the approval of the Court.

RECITALS

1. On January 18, 2019, Yanet Garcia commenced a putative class action entitled *Yanet Garcia, et al. v. Johnson Matthey, Inc.*, Superior Court of California for the County of San Diego, Case No. 37-2019-00003740-CU-OE-CTL (the “Action”) against Defendant. The Parties have agreed that Plaintiff Garcia will seek leave to file the First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (“Operative Complaint”), which adds Plaintiff Wilder as a named plaintiff and alleges eleven (11) causes of action against Defendant for failure to properly pay minimum and overtime wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during and after employment and pay associated waiting-time penalties, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses, and for violations of California Business and Professions Code Section 17200, *et seq.* and civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code Section 2698, *et seq.* (“PAGA”), on behalf of all current and former non-exempt employees who worked for Defendant in California at any time during the period from January 18, 2015 through final judgment.

2. Defendant denies all material allegations set forth in the Action, defined below, and has asserted numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation, Defendant desires to fully and finally settle the Action and Released Claims.

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3. Class Counsel in the Action diligently investigated the proposed Class Members' claims against Defendant, including any and all applicable defenses and the applicable law. The investigation included, *inter alia*, the exchange of information pursuant to formal and informal discovery methods and review of numerous corporate policies and practices.

4. On January 24, 2020, the Parties participated in mediation before Paul Grossman, Esq. (the “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance of the Mediator and his evaluations, the Parties reached the settlement that is memorialized herein. The settlement discussions were conducted at arm’s-length, and the settlement is the result of an informed and detailed analysis of Defendant’s potential liability and total exposure in relation to the costs and risks associated with continued litigation. Based on the documents produced, as well as Class Counsel’s own independent investigation and evaluation, Class Counsel believes that the settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation and various defenses asserted by Defendant.

5. The Parties expressly acknowledge that this Settlement Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant. If for any reason the Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

DEFINITIONS

6. The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

a. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for Class Counsel’s litigation and resolution of this Action, and all actual costs incurred and to be incurred by Class Counsel in the Action, as set forth in Paragraph 10 below.

b. “Class Counsel” or “Plaintiffs’ Counsel” mean Edwin Aiwazian, Arby Aiwazian, and Joanna Ghosh of Lawyers *for* Justice, PC, counsel for Plaintiffs, who will seek to be appointed counsel for the Class.

1 c. “Class Data and List” means a complete list of all Class Members that Defendant
2 will diligently and in good faith compile from its records and provide to the Settlement Administrator
3 within twenty-one (21) calendar days after Preliminary Approval. The Class Data and List will be
4 password protected and formatted in a readable Microsoft Office Excel spreadsheet and will include
5 each Class Member’s full name, last known mailing address, last known telephone number (if available),
6 Social Security Number, weeks worked as non-exempt employee of Defendant in California (based on
7 pay weeks in which the non-exempt employee was paid regular wages during the Class Period) (i.e.,
8 Workweeks).

9 d. “Class Member(s)” or “Class” mean all current and former non-exempt employees
10 of Defendant in California at any time during the period from January 18, 2015 through Preliminary
11 Approval.

12 e. “Class Notice” means the Notice of Class Action Settlement, substantially in the
13 form attached as “**Exhibit A.**”

14 f. “Class Period” means the time period from January 18, 2015 through Preliminary
15 Approval.

16 g. “Class Representatives” or “Plaintiffs” mean Yanet Garcia and Austin Wilder.

17 h. “Court” means the Superior Court of the State of California for the County of San
18 Diego.

19 i. “Defendant” means Johnson Matthey Inc.

20 j. “Defendant’s Counsel” means Jennifer B. Zargarof of Morgan, Lewis & Bockius
21 LLP.

22 k. “Effective Date” means the date the notice of entry of Final Approval Order and
23 Judgment is served, or, solely in the event that there are any objections to the settlement (the filing of
24 an objection being a prerequisite to the filing of an appeal), the later of (a) the last day on which any
25 appeal might be filed, or (b) the date of successful resolution of any appeal(s) – including expiration of
26 any time to seek reconsideration of further review.

27 l. “Enhancement Payments” means the amount to be paid to Plaintiffs Yanet Garcia
28 and Austin Wilder in recognition of their effort and work in prosecuting the Action on behalf of Class

Members and in exchange for a general release, as set forth in Paragraph 11 below.

m. “Final Approval” means the determination by the Court that the settlement is fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

n. “Final Approval Hearing” means the hearing at which the Court will consider and determine whether the settlement should be granted Final Approval.

o. “Individual Settlement Payment” means the net payment of each Settlement Class Member’s Individual Settlement Share, after reduction for the employee’s and employer’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share, as provided in Paragraph 25 below.

p. “Individual Settlement Share” means the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive under the Settlement Agreement, to be calculated in accordance with Paragraph 14.

q. “LWDA Payment” means the amount that the Parties have agreed to pay to the California Labor and Workforce Development Agency (“LWDA”) as set forth in Paragraph 13.

r. “Maximum Settlement Amount” means the amount of Two Million Nine Hundred Thousand Dollars (\$2,900,000) to be paid by Defendant in full resolution of all Released Claims and the Action, which includes all Attorneys’ Fees and Costs, Enhancement Payments, LWDA Payment, Net Settlement Amount to be paid to the Settlement Class Members (which includes the Settlement Class Members’ portion of the PAGA Payment and the employer’s share of taxes and withholdings on the wages portion of the Individual Settlement Shares), and Settlement Administration Costs.

s. “Net Settlement Amount” means the portion of the Maximum Settlement Amount that is available for distribution to Settlement Class Members, which is the Maximum Settlement Amount less the Court-approved Enhancement Payments, Settlement Administration Costs, LWDA Payment, and Attorneys’ Fees and Costs.

t. “Notice of Objection” means a Class Member’s valid and timely written objection to the Settlement Agreement, which must be in writing and include: (a) the case name and number of the Action; (b) the objector’s full name, signature, address, and telephone number; (c) a written

statement of all grounds for the objection accompanied by any legal support for such objection; and (d) copies of any papers, briefs, or other documents upon which the objection is based.

u. “Parties” means Plaintiffs and Defendant, collectively, and “Party” means either Plaintiff or Defendant.

v. “Preliminary Approval” means entry of the Court order granting preliminary approval of the Settlement Agreement.

w. “Qualified Settlement Fund” means the Qualified Settlement Fund (“QSF”) created under Internal Revenue Code Section 468B, to be overseen by the Settlement Administrator.

x. “Released Claims” means all claims, whether statutory, in tort, contract, or otherwise, pled in the Operative Complaint or that could have been pled based on the facts pled in the Operative Complaint, arising during the period from January 18, 2015 through Preliminary Approval, including but not limited to claims under the California Labor Code, California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, for failure to pay overtime wages, failure to pay minimum wages, failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to timely pay wages during employment, failure to maintain requisite payroll records, failure to reimburse for expenses, unfair or unlawful business practices in violation of California Business and Professions Code § 17200, *et seq.*, and civil penalties pursuant to California Labor Code § 2698, *et seq.* (“PAGA”).

y. “Released Parties” means Defendant and any of their past and present parents, subsidiaries, affiliates, divisions, and/or related entities, and their shareholders, officers, directors, employees, partners, shareholders, agents, attorneys, insurers and reinsurers, predecessors, successors, successors-in-interest, assigns, heirs, accountants, auditors, consultants, legal representatives, and any individual or entity that could be jointly or severally liable for any of the Released Claims.

z. “Request for Exclusion” means a timely letter submitted by a Class Member indicating a request to be excluded from the settlement. The Request for Exclusion must: (a) contain the case name and number of the Action, (b) be signed by the Class Member, (c) contain the full name, address, telephone number, and the last four digits of the Social Security Number of the Class Member

1 requesting exclusion, (d) clearly state that the Class Member does not wish to be included in the
2 settlement, and (e) be returned by fax or mail to the Settlement Administrator at the specified address
3 and/or facsimile number, postmarked or faxed on or before the Response Deadline. The date of the
4 postmark on the return mailing envelope or fax-stamp on the submission will be the exclusive means to
5 determine whether a Request for Exclusion has been timely submitted. A Class Member who does not
6 request exclusion from the settlement will be deemed a Settlement Class Member and will be bound by
7 all terms of the Settlement Agreement, if the settlement is granted Final Approval by the Court.

8 aa. “Response Deadline” means the deadline by which Class Members must submit
9 a Request for Exclusion, objection, and/or dispute of the Workweeks credited to them, which shall be
10 the date that is forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement
11 Administrator, unless the 45th day falls on a Sunday or Federal holiday, in which case the Response
12 Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response
13 Deadline may also be extended by express agreement between Class Counsel and Defendant’s Counsel.
14 Under no circumstances, however, will the Settlement Administrator have the authority to extend the
15 Response Deadline. In the event that a Class Notice is re-mailed to a Class Member, the Response
16 Deadline for that Class Member shall be the extended by fifteen (15) calendar days.

17 bb. “Settlement Administrator” means Simpluris, Inc., or any other third-party class
18 action settlement administrator agreed to by the Parties and approved by the Court for purposes of
19 administering this settlement. The Parties each represent that they do not have any financial interest in
20 the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that
21 could create a conflict of interest.

22 cc. “Settlement Administration Costs” means the costs payable from the Maximum
23 Settlement Amount, subject to approval by the Court, to the Settlement Administrator for administering
24 this settlement, as set forth in Paragraph 12 below.

25 dd. “Settlement Class Members” means all Class Members who do not submit a valid
26 and timely Request for Exclusion.

27 ee. “Workweeks” means the number of weeks each Class Member worked for
28 Defendant (and was paid regular wages) as a non-exempt employee in California during the Class Period.

1 **CLASS CERTIFICATION**

2 7. For the purposes of this settlement only, the Parties stipulate to the certification of the
3 following Class: all current and former non-exempt employees of Defendant in California at any time
4 during the Class Period.

5 8. The Parties agree that certification for the purpose of settlement is not an admission that
6 certification is proper under Section 382 of the California Code of Civil Procedure. Should, for whatever
7 reason, the Court not grant Final Approval, the Parties' stipulation to class certification as part of the
8 settlement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible
9 in connection with, the issue of whether or not certification would be inappropriate in a non-settlement
10 context.

11 **TERMS OF AGREEMENT**

12 NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set
13 forth herein, the Parties agree, subject to the Court's approval, as follows:

14 9. Funding of the Maximum Settlement Amount. Within seven (7) calendar days after the
15 Effective Date, the Settlement Administrator will provide the Parties with an accounting of the amounts
16 to be paid by Defendant pursuant to the terms of the Settlement Agreement. Within twenty-one (21)
17 calendar days of the Effective Date, Defendant will make a one-time deposit of the Maximum Settlement
18 Amount into a qualified settlement account to be established by the Settlement Administrator. The
19 account will be organized and existing under the laws of the State of California, intended by the Parties to
20 be a "Qualified Settlement Fund" as described in Section 468B of the Internal Revenue Code of 1986, as
21 amended, and Treas. Reg. Section 1.468B-1, et seq. Within seven (7) calendar days of the funding of
22 Maximum Settlement Amount, the Settlement Administrator will issue payments due under the
23 settlement and approved by the Court, as follows: (a) Individual Settlement Payments to Settlement
24 Class Members; (b) LWDA Payment to the Labor and Workforce Development Agency; (c)
25 Enhancement Payments to Plaintiffs; and (d) Attorneys' Fees and Costs to Class Counsel. The
26 Settlement Administrator will also issue a payment to itself for Court-approved services performed in
27 connection with the settlement. The Settlement Administrator shall act in a manner necessary to qualify
28 the Settlement Fund as a "Qualified Settlement Fund" under Section 468B of the Internal Revenue Code

of 1986, as amended, and Treas. Reg. Section 1.468B-1, et seq., and to maintain that qualification. If applicable, the Settlement Administrator and the Defendant shall fully cooperate in filing a “relation-back election” under Treasury Regulation §1.468B-1(j)(2) to treat the “Qualified Settlement Fund” as coming into existence as a settlement fund as of the earliest possible date. The Defendant (or some other person on behalf the Defendant) shall supply to the Settlement Administrator and to the Internal Revenue Service the statement described in Treasury Regulation §1.468B-3(e)(2) no later than February 15th of the year following each calendar year in which the Defendant (or some other person on behalf of the Defendant) makes a transfer to the Qualified Settlement Fund.

10. Attorneys’ Fees and Costs. Class Counsel will request attorneys’ fees of up to thirty-five percent (35%) of the Maximum Settlement Amount (i.e., up to One Million Fifteen Thousand Dollars (\$1,015,000)) and reimbursement of actual costs and expenses associated with Class Counsel’s litigation and settlement of the Action, in an amount not to exceed Eighteen Thousand Dollars (\$18,000), both of which will be paid from the Maximum Settlement Amount subject to Court approval. These amounts will cover any and all work performed and any and all costs incurred by Class Counsel in connection with the litigation of the Action, including without limitation all work performed and costs incurred to date, and all work to be performed and all 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. All amounts paid to Class Counsel shall be reported on IRS Form 1099 and Class Counsel shall provide a properly completed IRS Form W-9 or other appropriate withholding as a condition precedent to payment of such amounts. Class Counsel shall be solely and legally responsible for paying any taxes on all the amounts received. With respect to the Attorneys’ Fees and Costs to Class Counsel, the Settlement Administrator may purchase an annuity to utilize United States Treasuries and bonds or other attorney fee deferral vehicles, for Class Counsel. Any additional expenses for the purchase of an annuity by the Settlement Administrator shall be paid separately by Class Counsel and shall not be included within the Settlement Administration Costs. Class Counsel shall be responsible for, and timely file, any and all required statutory filings, taxes, and associated fees due for the annuity. Defendant and Defendant’s counsel shall not be liable for any statutory filings, direct, indirect, or potential expenses or taxes associated with such purchase or administration of an annuity by the

Settlement Administrator and Class Counsel agrees to indemnify Defendant, Defendant's counsel and the Settlement Administrator against any such liability and/or expenses associated with such purchase. Any portion of the Attorneys' Fees and Costs not awarded to Class Counsel shall be a part of the Net Settlement Amount for the benefit of Settlement Class Members.

11. Enhancement Payments. In recognition of their efforts and work in prosecuting the Action, Defendant agrees not to oppose or impede any application or motion for Enhancement Payments in an amount up to Ten Thousand Dollars (\$10,000) each to Plaintiffs Yanet Garcia and Austin Wilder, for a combined amount of \$20,000. The Enhancement Payments, which will be paid from the Maximum Settlement Amount, subject to Court approval, will be in addition to their Individual Settlement Payments that are to be paid pursuant to the settlement. The Settlement Administrator will issue an IRS Form 1099 to Plaintiffs for the Enhancement Payments, and Plaintiffs shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received and shall provide a properly completed IRS Form W-9 to the Settlement Administrator or other appropriate withholding certificate (if necessary). Plaintiffs agree to indemnify and hold Defendant harmless from any claim or liability for taxes (including with respect to failure to withhold income and/or employment taxes), penalties, or interest arising as a result of the Enhancement Payments. Should the Court approve the Enhancement Payments to Plaintiffs in an amount that is less than that set forth above, the difference between the lesser amount approved by the Court and the amount allocated toward the Enhancement Payments will be part of the Net Settlement Amount for the benefit of Settlement Class Members.

12. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments under the settlement, which is currently estimated not to exceed Fifteen Thousand Dollars (\$15,000). These costs, which will be paid from the Maximum Settlement Amount, subject to Court approval, will include, *inter alia*, printing, distributing, and tracking Class Notices and other documents for this settlement, translating the Class Notice in Spanish and Vietnamese (if necessary), calculating and distributing payments due under the settlement, issuing of IRS Form 1099s and W-2s and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set

forth herein to process this settlement, and as requested by the Parties. To the extent actual Settlement Administrations Costs are greater than the estimated amount stated herein, such excess amount will be deducted from the Maximum Settlement Amount, subject to Court approval. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator to undertake the requirement settlement administration duties will become part of the Net Settlement Amount.

13. Labor and Workforce Development Agency Payment. Subject to approval by the Court, the Parties agree that the amount of \$100,000 from the Maximum Settlement Amount will be allocated toward penalties under the Private Attorneys General, California Labor Code Section 2698, *et seq.* (“PAGA Penalties”), of which seventy-five percent (75%), or 75,000, will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%) or, \$25,000, will be distributed to Settlement Class Members as part of the Net Settlement Amount.

14. Individual Settlement Share Calculations. Individual Settlement Shares will be calculated and apportioned from the Net Settlement Amount based on the Class Members’ Workweeks, as follows:

a. After Preliminary Approval of the Settlement, the Settlement Administrator will determine the Workweeks of each Class Member, divide the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiply each Class Member’s individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Settlement.

b. After Final Approval of the Settlement, the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Member to yield the “Final Workweek Value,” and multiply each Settlement Class Member’s individual Workweeks by the Final Workweek Value to yield his or her Individual Settlement Share.

15. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the settlement shall be deemed to be paid to the payee solely in the year in which such payments actually are issued to the payee. It is expressly understood and agreed that payments made under this settlement shall not in any way entitle Plaintiffs or any Settlement Class Member to additional compensation or

benefits under any new or additional compensation or benefits, or any bonus, contest or other compensation or benefit plan or agreement in place during the Class Period, nor will it entitle any Settlement Class Member to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the Class Period).

16. Delivery of the Class Data and List. Within twenty-one (21) calendar days of Preliminary Approval, Defendant will provide the Class Data and List to the Settlement Administrator.

17. Notice by First-Class U.S. Mail.

a. Within ten (10) business days after receiving the Class Data and List from Defendant or the date upon with the Operative Complaint is deemed filed (whichever date is later), the Settlement Administrator will perform a search based on the National Change of Address Database or any other similar services available, such as provided by Experian, for information to update and correct for any known or identifiable address changes, and will mail a Class Notice in English, (in the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement Administrator. The Class Notice will contain a sentence in Spanish and Vietnamese that a version of the Class Notice translated in Spanish and/or Vietnamese will be available to Class Members upon request.

b. With respect to Class Notices that are returned as undeliverable on or before the Response Deadline, the Settlement Administrator will search for an alternate address by way of skip-trace and re-mail the Class Notice within five (5) calendar days.

18. Dispute Regarding Workweeks. Class Members will have an opportunity to dispute the number of Workweeks to which they have been credited, as reflected in their respective Class Notices. In order to dispute Workweeks, Class Members must submit a written letter to the Settlement Administrator that: (a) contains the case name and number of the Action, (b) is signed by the Class Member, (c) contains the full name, address, telephone number, and the last four digits of the Social Security Number of the disputing Class Member, (d) clearly states that the Class Member disputes the number of Workweeks credited to him or her and what he or she contends is the correct number to be credited to him or her, (e) includes information and/or attaches documentation demonstrating that the

1 number of Workweeks that he or she contends should be credited to him or her are correct, and (f) is
2 returned by fax or mail to the Settlement Administrator at the specified address and/or facsimile number,
3 postmarked or fax-stamped on or before the Response Deadline. The date of the postmark on the return
4 mailing envelope or fax-stamp on the submission will be the exclusive means to determine whether a
5 dispute has been timely submitted. Absent evidence rebutting the accuracy of Defendant's records and
6 data as they pertain to the number of Workweeks to be credited to a disputing Class Member,
7 Defendant's records will be presumed correct and determinative of the dispute. However, if a Class
8 Member produces information and/or documents to the contrary, the Settlement Administrator will
9 evaluate the materials submitted by the Class Member and the Settlement Administrator will resolve
10 and determine the number of eligible Workweeks that the disputing Class Member should be credited
11 with under the settlement. The Settlement Administrator's decision on such disputes will be final and
12 non-appealable.

13 19. Settlement Checks. The Settlement Administrator will be responsible for undertaking
14 appropriate deductions (including any applicable withholding to taxing authorities), required tax
15 reporting, and issuing the Individual Settlement Payments by way of check to the Settlement Class
16 Members in accordance with this Settlement Agreement. Each Individual Settlement Payment check
17 will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks
18 are issued, and thereafter, shall be cancelled. All funds associated with such cancelled checks will be
19 transmitted, pursuant to California Code of Civil Procedure Section 384, to Legal Aid Society of San
20 Diego. The Parties each represent that they do not have any significant affiliation or involvement with
21 the proposed *cy pres* recipient. The Settlement Administrator shall undertake amended and/or
22 supplemental tax filings and reporting, required under applicable local, state, and federal tax laws, that are
23 necessitated due to the cancellation of any Individual Settlement Payment checks. Settlement Class
24 Members whose Individual Settlement Payment checks are cancelled shall, nevertheless, be bound by this
25 Settlement Agreement.

26 20. Procedure for Requesting Exclusion from the Settlement. Any Class Member wishing to
27 be excluded from the Settlement must submit a written Request for Exclusion to the Settlement
28 Administrator, by mail or fax, within the Response Deadline. The date of fax or the postmark on the

1 return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has
2 been timely submitted. The Settlement Administrator will certify jointly to Class Counsel and
3 Defendant's Counsel the Requests for Exclusion that were timely submitted, and also identify the
4 individuals who have submitted a timely and valid Request for Exclusion in a declaration that is to be
5 filed with the Court in advance of the Final Approval Hearing. Any Class Member who submits a
6 Request for Exclusion is prohibited from making any objection to the Settlement Agreement.

7 21. Settlement Terms Bind All Class Members Who Do Not Request Exclusion. Any Class
8 Member who does not affirmatively request exclusion from the settlement by submitting a timely and
9 valid Request for Exclusion will be bound by all of the terms of the Settlement Agreement, including
10 and not limited to those pertaining to the Released Claims, as well as any judgment that may be entered
11 by the Court if it grants Final Approval to the settlement.

12 22. Procedures for Objecting to the Settlement. To object to the settlement, a Class Member
13 must submit a timely and complete Notice of Objection to the Settlement Administrator, by fax or mail,
14 on or before the Response Deadline. The Notice of Objection must be signed by the Class Member and
15 contain all information required by this Settlement Agreement. The postmark or fax-stamp date will be
16 deemed the exclusive means for determining that the Notice of Objection is timely. Class Members
17 who fail to object in the specific and technical manner specified in this Settlement Agreement, or
18 otherwise ordered by the Court, will be deemed to have waived all objections. At no time will any of
19 the Parties or their counsel seek to solicit or otherwise encourage Class Members to object to the
20 Settlement Agreement or appeal from the Final Approval Order and Judgment.

21 23. Reports by the Settlement Administrator Regarding Settlement Administration. The
22 Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report which
23 certifies: (a) the number of Class Members who have submitted a dispute of Workweeks; (b) the number
24 of Class Members who have submitted timely and valid Requests for Exclusion or timely and complete
25 Notices of Objection; and (c) the number of undeliverable and re-mailed Class Notices. Additionally,
26 the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the
27 administration of the Settlement Agreement as needed or requested, and immediately notify the Parties
28 when it receives a request from an individual or any other entity regarding inclusion in the Class and/or

1 settlement.

2 24. Certification of Completion. Upon completion of administration of the settlement, the
3 Settlement Administrator will provide a written declaration under oath to certify such completion to the
4 Court and counsel for all Parties.

5 25. Treatment of Individual Settlement Payments. Each Individual Settlement Share will be
6 allocated as follows: forty percent (40%) wages and sixty percent (60%) penalties, interest, and non-
7 wage damages. The portion allocated to wages will be reported on an IRS Form W-2 and the portions
8 allocated to interest and penalties will be reported on an IRS Form-1099 by the Settlement
9 Administrator. The Settlement Administrator will withhold the employee's and employer's share of
10 taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue
11 checks to Settlement Class Members for their Individual Settlement Payment (i.e., payment of their
12 Individual Settlement Share net of all applicable withholdings payable to taxing authorities).

13 26. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
14 will be responsible for issuing to Plaintiffs, Settlement Class Members, and Class Counsel any IRS
15 Forms W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this
16 Settlement Agreement. The Settlement Administrator will also be responsible for forwarding all payroll
17 taxes, contributions, and withholdings to the appropriate government authorities.

18 27. Tax Liability. Plaintiffs, Class Counsel, Defendant, and Defendant's Counsel make no
19 representations or warranties as to the tax consequences, treatment, or legal effect of any payments made
20 under this Settlement Agreement, do not intend anything contained in this Settlement Agreement to
21 constitute advice regarding taxes or taxability, nor shall anything in this Settlement Agreement be relied
22 on as such. Plaintiffs and Settlement Class Members understand and agree that Plaintiffs and Settlement
23 Class Members will be solely responsible for correctly characterizing any compensation received under
24 the settlement on his/her personal income tax returns and paying any and all taxes due for any and all
25 amounts paid to them under the settlement.

26 28. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
27 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
28 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause

1 of action or right herein released and discharged.

2 29. Release of Claims by Settlement Class Members. Upon the Effective Date, Plaintiffs and
3 all Class Members who do not submit a valid and timely Request for Exclusion (i.e., Settlement Class
4 Members) will be deemed to have fully, finally and forever released, settled, compromised,
5 relinquished, and discharged the Released Parties of all Released Claims he or she may have or had.

6 30. General Release of Claims by Plaintiffs. In addition, upon the Effective Date, Plaintiffs
7 will be deemed to have fully released and discharged the Released Parties of and from all claims arising
8 from their employment with Defendant, separation of employment from Defendant, and any acts that have
9 or could have been asserted in any legal action or proceeding against Defendant, whether known or
10 unknown, arising under any federal, state, or local law, or statute, including, *inter alia*, those arising under
11 the California Labor Code, Fair Labor Standards Act, Americans with Disabilities Act, Title VII of the
12 Civil Rights Act of 1964, Employee Retirement Income Security Act, National Labor Relations Act,
13 California Corporations Code, California Business and Professions Code, California Fair Employment
14 and Housing Act, California Constitution (all as amended), and law of contract and tort, as well as for
15 discrimination, harassment, retaliation, wrongful termination, lost wages, benefits, other employment
16 compensation, emotional distress, medical expenses, other economic and non-economic damages,
17 attorney fees, and costs, arising on or before the Effective Date. With respect to those claims released by
18 Plaintiffs in an individual capacity, Plaintiffs acknowledge and waive any and all rights and benefits
19 available under California Civil Code Section 1542, which provides:

20 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR
21 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR
22 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.

23 Plaintiffs understand and agree that claims or facts in addition to or different from those which are now
24 known or believed by them to exist may hereafter be discovered. It is Plaintiffs' intention to settle fully
25 and release all claims they now have against the Released Parties, whether known or unknown, suspected
26 or unsuspected. The Enhancement Payments shall be paid to Plaintiffs specifically in exchange for the
27 general release of the Released Parties from all claims, including those specified in this paragraph and a
28 covenant not to sue the Released Parties. Notwithstanding the above, the general release by Plaintiffs

shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

31. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.

Upon execution of this Settlement Agreement, Plaintiffs shall promptly obtain a hearing date for Plaintiffs' Motion for Preliminary Approval of the Settlement, which Plaintiffs and Class Counsel will be responsible for drafting, and submit this Settlement Agreement to the Court in support of said motion. Class Counsel will provide Defendant's Counsel a draft of the Preliminary Approval Motion at least two (2) business days before the filing deadline. Defendant agrees not to oppose the Motion for Preliminary Approval of the Settlement consistent with this Settlement Agreement. Said motion shall apply to the Court for the entry of an order ("Preliminary Approval Order") seeking the following:

- a. Conditionally certifying the Class for settlement purposes only;
- b. Granting Preliminary Approval of the Settlement;
- c. Preliminarily appointing Plaintiffs as representatives of the Class;
- d. Preliminarily appointing Plaintiffs' Counsel as counsel for the Class;
- e. Approving, as to form and content, the mutually-agreed upon and proposed Class Notice and directing its mailing to the Class by first class mail;
- f. Approving the manner and method for Class Members to request exclusion from the Settlement as contained herein and within the Class Notice; and
- g. Scheduling a Final Approval Hearing at which the Court will determine whether the Settlement should be finally approved as fair, reasonable and adequate as to the Settlement Class Members.

32. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After the Response Deadline, and with the Court's permission, a Final Approval Hearing will be conducted to determine whether Final Approval of the Settlement should be granted, along with the amounts properly payable for (a) Individual Settlement Payments; (b) LWDA Payment; (c) Attorneys' Fees and Costs; (d) Enhancement Payments; and (e) Settlement Administration Costs. The Final Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Plaintiffs and Class Counsel will be responsible for drafting the motion seeking Final Approval of the Settlement.

1 Class Counsel will provide Defendant's Counsel a draft of the Final Approval Motion at least two (2)
2 business days before the filing deadline. By way of said motion, Plaintiffs will apply for the entry of
3 the mutually-agreed upon proposed order and judgment ("Final Approval Order and Judgment"), which
4 will provide for, in substantial part, the following:

5 a. Approval of the Settlement as fair, reasonable, and adequate, and directing
6 consummation of its terms and provisions;

7 b. Certification of the Settlement Class;

8 c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;

9 d. Approval of the application for Enhancement Payments to Plaintiffs;

10 e. Setting a date when the Settlement Administrator shall report to the Court the
11 completion of the distribution process and the total amount that was actually paid to the Settlement
12 Class Members;

13 f. Directing Defendant to fund all amounts due under the Settlement Agreement and
14 ordered by the Court; and

15 g. Entering judgment in this Action barring and enjoining all Settlement Class
16 Members from prosecuting the Released Claims against any of the Released Parties, while maintaining
17 continuing jurisdiction, in conformity with California Rules of Court 3.769 and the Settlement
18 Agreement.

19 33. Termination or Revocation of Settlement.

20 a. If five percent (5%) or more of the Class Members submit timely and valid
21 Requests for Exclusion, Defendant may elect to rescind the Settlement Agreement. Defendant must
22 exercise this right of rescission in writing that is provided to Class Counsel within ten (10) calendar days
23 after the Settlement Administrator notifies the Parties of the total number of timely and valid Requests for
24 Exclusion received by the Response Deadline. If Defendant exercises this option, Defendant shall pay
25 any costs of settlement administration owed to the Settlement Administrator incurred up to that date.

26 b. If the Court finds the Maximum Settlement Amount to be insufficient to warrant
27 Preliminary Approval or Final Approval of the Settlement, Defendant may, at its election, rescind the
28 Settlement Agreement and all actions taken in furtherance of it will thereby be null and void.

1 34. Effects of Termination of the Settlement. Termination of the Settlement Agreement
2 (pursuant to Paragraph 33) shall have the following effects:

3 a. The Settlement Agreement shall be void and shall have no force or effect, and no
4 Party shall be bound by any of its terms;

5 b. In the event the Settlement Agreement is terminated, Defendant shall have no
6 obligation to make any payments to any Party, Class Member or attorney, except that the terminating
7 Party shall pay the Settlement Administrator for services rendered up to the date the Settlement
8 Administrator is notified that the settlement has been terminated;

9 c. The Preliminary Approval Order, Final Approval Order and Judgment, including
10 any order certifying the Class, shall be vacated;

11 d. The Settlement Agreement and all negotiations, statements and proceedings
12 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored
13 to their respective positions in the Action prior to the execution of the Settlement Agreement;

14 e. Neither this Settlement Agreement, nor any ancillary documents, actions,
15 statements or filings in furtherance of the Settlement (including all matters associated with the mediation)
16 shall be admissible or offered into evidence in the Action or any other action for any purpose whatsoever.

17 f. Any documents generated to bring the settlement into effect, will be null and void,
18 and any order or judgment entered by the Court in furtherance of this Settlement Agreement will
19 likewise be treated as void from the beginning,

20 35. Escalator Clause. Defendant represents that, for the period of January 18, 2015 to
21 September 18, 2020 the total Workweeks were 63,126. If it is determined that the Workweeks at
22 Preliminary Approval increase by more than ten percent (10%), then the parties will meet and confer in
23 good faith as to whether an increase to the Maximum Settlement Amount is warranted, and if Defendant
24 does not agree to an increase in the Maximum Settlement Amount, Plaintiffs have the option to cancel the
25 Settlement.

26 36. Continued Jurisdiction. After entry of judgment pursuant to the Settlement, the Court
27 will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section
28 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and

enforcement of the terms of the settlement, (b) settlement administration matters, and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

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

38. Limitation on Publicity. Plaintiffs and Class Counsel will not make any public disclosure of the settlement or discuss the settlement or this Settlement Agreement with anyone other than those necessary to effectuate the filing of the Motion for Preliminary Approval, until after the Motion for Preliminary Approval is filed. Class Counsel will take all steps necessary to ensure Plaintiffs are aware of, and will encourage her to adhere to, the restriction against any public disclosure of the settlement until after the Motion for Preliminary Approval is filed. Prior to and following Preliminary Approval of the Settlement, Plaintiffs and Class Counsel will not have any communications with any media other than to direct any media inquiries to the public records of the Action on file with the Court and will not publicize the Settlement, including on social media. Class Counsel will take all steps necessary to ensure Plaintiffs are aware of, and will encourage her to adhere to, the restriction against any media comment on the settlement and its terms. Class Counsel further agrees not to use the settlement of the Action or any of its terms for any marketing or promotional purposes. Nothing herein will restrict Class Counsel from including publicly available information regarding this settlement in future judicial submissions regarding Class Counsel's qualifications and experience. Furthermore, Plaintiffs and Class Counsel will undertake any and all disclosures required to be made to the LWDA in conformity with PAGA. Neither Plaintiffs nor Class Counsel shall engage in any disparagement of any type related to this settlement.

39. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties expressly recognize California Civil Code § 1625 and California Code of Civil Procedure § 1856(a), which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written representations or terms will modify, vary or

1 contradict the terms of this Settlement Agreement.

2 40. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in the
3 Action, except such proceedings necessary to implement and complete the Settlement Agreement,
4 pending the Final Approval hearing to be conducted by the Court.

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

9 42. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
10 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
11 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
12 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
13 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have
14 full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement
15 will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to
16 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality
17 provisions that otherwise might apply under state or federal law.

18 43. Signatories. It is agreed that because the members of the Class are so numerous, it is
19 impossible or impractical to have each Settlement Class Member execute this Settlement Agreement.
20 The Class Notice will advise all Class Members of the binding nature of the release as to the Settlement
21 Class Members, and the release shall have the same force and effect as if this Settlement Agreement
22 were executed by each Settlement Class Member.

23 44. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
24 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

25 45. California Law Governs. All terms of this Settlement Agreement and attached exhibits
26 hereto will be governed by and interpreted according to the laws of the State of California.

27 46. Execution and Counterparts. This Settlement Agreement is subject only to the execution
28 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All

executed counterparts and each of them, including facsimile, electronic, and scanned copies of the signature page, will be deemed to be one and the same instrument.

47. Acknowledgment that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement Agreement. In addition, the Mediator may execute a declaration supporting the Settlement and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

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

49. Plaintiffs' Waiver of Right to Be Excluded. Plaintiffs agree to sign this Settlement Agreement and, by signing this Settlement Agreement, are hereby bound by the terms herein.

50. Non-Admission of Liability. The Parties enter into this Settlement Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and specifically denies, that it has violated any state, federal, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received as

evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with state, federal, local or other applicable law.

51. Captions. The captions and paragraph numbers in this Settlement Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Settlement Agreement.

52. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed equally to the preparation of this Settlement Agreement.

53. Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full. Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

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

55. Notices. All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by overnight mail at the addresses set for below, or such other addresses as either Party may designate in writing from time to time:

To Plaintiffs and Class Counsel:

Edwin Aiwazian, Esq.
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

To Defendant:

Jennifer B. Zargarof, Esq.
MORGAN, LEWIS & BOCKIUS LLP
300 South Grand Avenue, 22nd Floor
Los Angeles, California 90071

56. Final Judgment. The Parties shall provide the Settlement Administrator with a copy of the Final Judgment once it is entered by the Court, and the Settlement Administrator shall post the Final

Judgment on its website within three (3) business days of receipt. No individualized notice to the Class will be required.

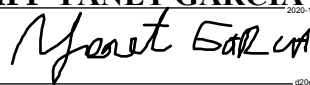
57. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

58. Integration Clause. This Settlement Agreement contains the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiffs and Defendant:

IT IS SO AGREED.

Dated: November 12, 2020, 2020

PLAINTIFF YANET GARCIA
Electronically Signed 2020-11-12 19:52:24 UTC - 172.117.90.108

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Yanet Garcia, Plaintiff

PLAINTIFF AUSTIN WILDER

Dated: _____, 2020

Austin Wilder, Plaintiff

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Judgment on its website within three (3) business days of receipt. No individualized notice to the Class will be required.

57. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

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IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiffs and Defendant:

IT IS SO AGREED.

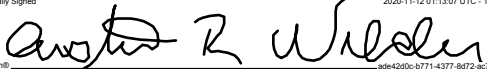
PLAINTIFF YANET GARCIA

Dated: _____, 2020

Yanet Garcia, Plaintiff

PLAINTIFF AUSTIN WILDER

Dated: November 11, 2020, 2020

Electronically Signed 2020-11-12 01:13:07 UTC - 172.58.29.64

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Austin Wilder, Plaintiff

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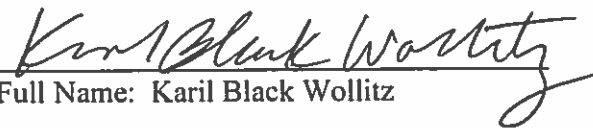
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DEFENDANT JOHNSON MATTHEY INC.

Dated: _____, 2020


Full Name: Karil Black Wollitz

Title: Vice President & Treasurer

On behalf of Johnson Matthey Inc., Defendant

APPROVED AS TO FORM

LAWYERS *for* JUSTICE, PC

Dated: _____, 2020

Edwin Aiwazian
Attorneys for Plaintiffs and Proposed Class Counsel

MORGAN, LEWIS & BOCKIUS LLP

Dated: _____, 2020

Jennifer B. Zargarof
Attorneys for Defendant Johnson Matthey Inc.

DEFENDANT JOHNSON MATTHEY INC.

Dated: _____, 2020

Full Name: _____

Title: _____

On behalf of Johnson Matthey Inc., Defendant

APPROVED AS TO FORM

LAWYERS for JUSTICE, PC

Dated: November 12, 2020

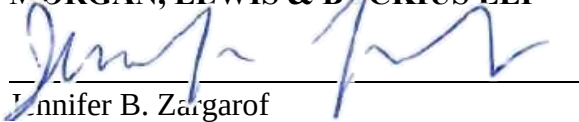


Edwin Aiwanian

Attorneys for Plaintiffs and Proposed Class Counsel

MORGAN, LEWIS & BOCKIUS LLP

Dated: November 12, 2020



Jennifer B. Zargarof

Attorneys for Defendant Johnson Matthey Inc.

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Yanet Garcia, et al. v. Johnson Matthey, Inc.

Superior Court of California for the County of San Diego, Case No. 37-2019-00003740-CU-OE-CTL

PLEASE READ THIS NOTICE CAREFULLY.

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

You do not need to take any action to receive a settlement payment.

This Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the settlement, object to the settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

This Notice is available in Spanish upon request at [INSERT]

This Notice is available in Vietnamese upon request at [INSERT]

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiffs Yanet Garcia and Austin Wilder (together, "Plaintiffs") and Defendant Johnson Matthey Inc. ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the case entitled *Yanet Garcia, et al. v. Johnson Matthey, Inc.*, San Diego County Superior Court, Case No. 37-2019-00003740-CU-OE-CTL ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" means all current and former non-exempt employees of Defendant in California at any time during the Class Period.

"Class Member" means a member of the Class.

"Class Period" means the time period from January 18, 2015 through [date of preliminary approval].

II. BACKGROUND OF THE ACTION

On January 18, 2019, Yanet Garcia commenced the Action by filing the Class Action Complaint for Damages in the San Diego County Superior Court. On [redacted], the First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("Operative Complaint") was filed to add Austin Wilder as a named plaintiff and a cause of action under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* ("PAGA"). Plaintiffs allege that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business expenses, and thereby engaged in unfair business practices and owe penalties under the Private Attorneys General Act of 2004 ("PAGA"), California Labor Code section 2698, *et seq.* Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law.

The Parties participated in a full-day mediation session with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement" or "Settlement Agreement").

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Simpluris, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiffs Yanet Garcia and Austin Wilder as representatives of the Class (“Class Representatives”), and the following Plaintiffs’ attorneys as counsel for the Class (“Class Counsel”):

Edwin Aiwarzian
Arby Aiwarzian
Joanna Ghosh
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Settlement (in which case you will not receive an Individual Settlement Payment), object to the Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Section III below.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiffs or to Class Members. Plaintiffs and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members. The Court has made no ruling on the merits of the Class Members’ claims and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Two Million Nine Hundred Thousand Dollars (\$2,900,000) (the “Maximum Settlement Amount”). The portion of the Maximum Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Maximum Settlement Amount less the following payments which are subject to approval by the Court: (1) Attorneys’ Fees and Costs, consisting of attorneys’ fees in an amount not to exceed 35% of the Maximum Settlement Amount (i.e., \$1,015,000) and reimbursement of litigation costs and expenses in an amount not to exceed Eighteen Thousand Dollars (\$18,000) to Class Counsel; (2) Enhancement Payments in an amount not to exceed Ten Thousand Dollars (\$10,000) each to Plaintiffs for their services in the Action; (3) payment to the California Labor and Workforce Development Agency (“LWDA”) in the amount of Two Hundred Twenty-Five Thousand Dollars (\$75,00) for its 75% portion of the PAGA Penalties (“LWDA Payment”); and (4) Settlement Administration Costs in an amount not to exceed Fifteen Thousand Dollars (\$15,000) to the Settlement Administrator. Note: a total of One Hundred Thousand Dollars (\$100,000) from the Maximum Settlement Amount has been allocated toward penalties under the Private Attorneys General Act (“PAGA Penalties”), of which the LWDA will be paid 75% and the remaining 25% (i.e., Twenty-Five Thousand Dollars (\$25,000)) will be a part of the Net Settlement Amount for distribution to Settlement Class Members.

Class Members are eligible to receive payment under the Settlement of their share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks they worked for Defendant as a non-exempt employee in California during the Class Period (“Workweeks”).

The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Settlement (which is listed in Section III.C below). Class Members who do not submit a valid and timely Request for Exclusion (“Settlement Class Members”) will be issued payment of their final Individual Settlement Share.

Each Individual Settlement Share will be allocated as forty percent (40%) wages which will be reported on an IRS Form W2 and sixty percent (60%) penalties, interest, and other non-wage damages which will be reported on an IRS Form 1099. Each Individual Settlement Share shall be subject to reduction for the employee’s and employer’s share of taxes and

withholdings with respect to the wages portion of Individual Settlement Shares, resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). The employer’s share of taxes and withholdings on the wages portion of the Individual Settlement Shares are included in the Maximum Settlement Amount.

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendant’s Records

According to Defendant’s records:

From January 18, 2015 through [date of Preliminary Approval], you worked for Defendant as a non-exempt employee in California for [] Workweeks.

If you wish to dispute the Workweeks credited to you, you must submit your dispute by way of written letter that is sent to the Settlement Administrator. The written letter must: (a) contain the case name and number of the Action (*Yanet Garcia, et al. v. Johnson Matthey, Inc.*, Case No. 37-2019-00003740-CU-OE-CTL); (b) be signed by you; (c) contain your full name, address, telephone number, and the last four digits of your Social Security Number; (d) clearly state that you dispute the number of Workweeks credited to you and what you contend is the correct number to be credited to you; (e) include information and/or attach documentation demonstrating that the number of Workweeks that you contend should be credited to you is correct; and (f) be returned by fax or mail to the Settlement Administrator at the address or fax number specified in Section IV.B below, postmarked or fax-stamped **no later than [the Response Deadline]**.

C. Your Estimated Individual Settlement Share

As explained above, your estimated Individual Settlement Share is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ []. The Individual Settlement Share is subject to reduction for the employee’s and employer’s share of taxes and withholding with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share reflected in this Notice is only an estimate. Your actual Individual Settlement Payment may be higher or lower.

D. Release of Claims

Upon the Effective Date, Plaintiffs and all Class Members who do not submit a valid and timely Request for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Claims he or she may have or had.

“Released Claims” means all claims, whether statutory, in tort, contract, or otherwise, pled in the Operative Complaint or that could have been pled based on the facts pled in the Operative Complaint, arising during the period from January 18, 2015 through [Preliminary Approval], including but not limited to claims under the California Labor Code, California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, for failure to pay overtime wages, failure to pay minimum wages, failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to timely pay wages during employment, failure to maintain requisite payroll records, failure to reimburse expenses, unfair or unlawful business practices in violation of California Business and Professions Code § 17200, *et seq.*, and civil penalties pursuant to California Labor Code § 2698, *et seq.* (“PAGA”).

“Class Period” means the period from January 18, 2015 through [date of preliminary approval].

“Released Parties” means Defendant and any of their past and present parents, subsidiaries, affiliates, divisions, and/or

related entities, and their shareholders, officers, directors, employees, partners, shareholders, agents, attorneys, insurers and reinsurers, predecessors, successors, successors-in-interest, assigns, heirs, accountants, auditors, consultants, legal representatives, and any individual or entity that could be jointly or severally liable for any of the Released Claims.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount of up to thirty-five percent (35%) of the Maximum Settlement Amount (i.e., an amount of up to \$1,015,000) and reimbursement of litigation costs and expenses in an amount of up to Eighteen Thousand Dollars (\$18,000) (collectively, "Attorneys' Fees and Costs"), subject to approval by the Court. All Attorneys' Fees and Costs awarded by the Court will be paid from the Maximum Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payments to Plaintiffs

Plaintiffs will seek the amount of Ten Thousand Dollars (\$10,000) to each of them ("Enhancement Payments") (for a combined amount of \$20,000), in recognition of their services in connection with the Action. The Enhancement Payments will be paid from the Maximum Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiffs in addition to their Individual Settlement Payments that they are entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Fifteen Thousand Dollars (\$15,000) ("Settlement Administration Costs") for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and disputes of Workweeks, calculating Individual Settlement Shares and Individual Settlement Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Maximum Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Settlement.

Unless you elect to exclude yourself from the Settlement, you will be bound by the terms of the Settlement and any judgment that may be entered by the Court based thereon, and you will release the claims described in Section III.D above. As a Class Member, you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorneys' fees and expenses.

B. Request Exclusion from the Settlement

If you do not wish to participate in the Settlement, you must seek exclusion from the Settlement by submitting a written request ("Request for Exclusion") to the Settlement Administrator.

A Request for Exclusion must: (a) contain the case name and number of the Action (*Yanet Garcia v. Johnson Matthey, Inc.*, Case No. 37-2019-00003740-CU-OE-CTL); (b) be signed by you; (c) contain your full name, address, telephone number, and last four digits of your Social Security Number; (d) contain a statement clearly indicating that you do not wish to be included in the Settlement; and (e) be submitted to the Settlement Administrator by mail or fax, postmarked or fax-stamped **no later than [Response Deadline]**, at the following mailing address or fax number:

[Settlement Administrator]
[Mailing Address]
[Fax Number]

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely Request for Exclusion

will not be entitled to receive any payment from the Settlement, will not be bound by the Settlement (and the release of claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Settlement. Any Class Members who do not submit a valid and timely Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon.

C. Object to the Settlement

You can object to the terms of the Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection (“Notice of Objection”) to the Settlement Administrator.

A Notice of Objection must: (a) contain the case name and number of the Action (*Yanet Garcia v. Johnson Matthey, Inc.*, Case No. 37-2019-00003740-CU-OE-CTL); (b) contain your full name, signature, address, and telephone number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be mailed or faxed to the Settlement Administrator at the address listed in Section IV.B above, postmarked or fax-stamped **no later than [Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department C-67 of the San Diego County Superior Court, located at 330 West Broadway, San Diego, California 92101, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys’ Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other court records in the Action at the courthouse, located at 330 West Broadway, San Diego, California 92101, during business hours or, by accessing the electronic case file on the Court’s website by following the steps (charges may apply to access and/or obtain copies of records) found at <http://www.sdcourt.ca.gov>.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: **[INSERT].**