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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE – SOUTHWEST COURTHOUSE**

RHINA MENDOZA DE VIELMA individually,
and on behalf of all others similarly situated,

Plaintiff,

vs.

MODULAR METAL FABRICATORS, INC., a
California corporation; and DOES 1 through 10,
inclusive

Defendants.

Case No.: CVR12000226

**CLASS ACTION
JOINT STIPULATION OF CLASS
ACTION SETTLEMENT AND RELEASE
OF CLAIMS**

*[Assigned for All Purposes to the Hon. Angel
M. Bermudez; Dept. S-302]*

Complaint Filed: November 17, 2020
FAC Filed: July 2, 2021
Trial: Not Yet Set

1 This Joint Stipulation of Class Action Settlement and Release of Claims (“Settlement” or
2 “Agreement”) is made and entered into by and between Plaintiff RHINA MENDOZA DE VIELMA
3 (“Plaintiff” or “Class Representative”), individually and on behalf of all putative class members, and
4 Defendant MODULAR METAL FABRICATORS, INC. (“Defendant”). (Plaintiff and Defendant are
5 collectively referred to herein as “the Parties.”)

6 **I. DEFINITIONS**

7 The following definitions apply to this Settlement, in addition to other terms defined
8 elsewhere in this Settlement:

9 1. The “Action” shall mean the operative Complaint of the civil action commenced on
10 November 17, 2020, filed and maintained by Plaintiff against Defendant designated *De Vielma v.*
11 *Modular Metal Fabricators, Inc., et al.*, in the Superior Court of the County of Riverside, Case No.
12 CVRI2000226.

13 2. The term “Aggrieved Employees” means all current and former non-exempt
14 employees who worked for Defendant in California during the PAGA Period (or if any such person
15 is incompetent, deceased, or unavailable due to military service, the Aggrieved Employee’s legal
16 representative or successor in interest as evidenced by reasonable verification).

17 3. “Class” shall mean all current and former non-exempt employees who worked for
18 Defendant in California during the Class Period.

19 4. “Class Counsel” shall mean the attorneys representing Plaintiff and the Putative Class
20 in the Action, Kane Moon, Esq., Allen Feghali, Esq., Brett Gunther, Esq., and Julie Oh, Esq., of Moon
21 & Yang PC.

22 5. “Class Counsel Fees Payment” shall mean one-third (1/3) of the Maximum Settlement
23 Amount, or up to one-third (1/3) of the Maximum Settlement Amount, or \$226,030.00 in attorneys’
24 fees, subject to approval by the Superior Court as Class Counsel’s attorneys’ fees incurred in
25 connection with the Action, including fees incurred in the pre-filing investigation, filing of the Action,
26 and all related litigation activities, this Settlement, and all post-Settlement compliance procedures.

27 6. “Class Counsel Litigation Expenses Payment” shall mean the actual litigation
28 expenses and/or costs expended by Class Counsel subject to approval by the Superior Court incurred

1 in connection with the Action, including pre-filing investigation, filing of the Action, and all related
2 litigation activities, this Settlement, and all post-Settlement compliance procedures. Class Counsel's
3 expenses are not to exceed Eighteen Thousand Dollars and Zero Cents (\$18,000.00).

4 7. "Class Members" shall mean individuals who are a member of the Class (or if any
5 such person is incompetent, deceased, or unavailable due to liminary service, the person's legal
6 representative or successor in interest evidenced by reasonable verification). The term "Class
7 Members" shall not include any person who submits a timely and valid request for exclusion. For the
8 purposes of settlement and release only, "Class Members" are defined as follows: "All persons who
9 worked for Defendant Modular Metal Fabricators, Inc. in California as an hourly, non-exempt
10 employee at any time during the period beginning four years before the filing of the initial complaint
11 in this Action and ending on the date the Court grants preliminary approval."

12 8. "Class Notice" shall mean the Notice of Proposed Settlement, Preliminary Approval
13 of Settlement, and Hearing Date for Final Court Approval, a sample of which is attached hereto as
14 **Exhibit A**. The Class Notice shall further contain (i) a Class Member's first and last name, (ii) last
15 known address, (iii) employee identification number, if applicable, (iv) the Class Member's
16 Individual Workweeks, (v) the PAGA Group Member's Individual Workweeks, if applicable; and
17 (vi) the Class Member's estimated amount of the Settlement Share; and (vii) the PAGA Group
18 Member's estimated PAGA Payment Share, if applicable. The Class Notice shall also provide the
19 Class Members with instructions on how to opt-out of and/or object to the Settlement.

20 9. The "Class Period" shall be defined as the period beginning four years before the
21 filing of the initial complaint in this action, or November 17, 2016, through the date the Court grants
22 preliminary approval..

23 10. "Class Representative Payment" shall mean the special payment made to Plaintiff in
24 her capacity as Class Representative to compensate her for prosecuting the Action, and performing
25 work in support of the Action, in the amount of Seven Thousand, Five Hundred Dollars and Zero
26 Cents (\$7,500.00), subject to approval by the Superior Court. This enhancement payment is in
27 addition to any payment to which she may be entitled as a Settlement Class Member.

28 11. The term "Defendant" means Defendant named by Plaintiff in her Complaint in the

1 Action, Defendant Modular Metal Fabricators, Inc., and its past, present and/or future, direct and/or
2 indirect, owners, officers, directors, members, managers, employees, agents, representatives,
3 attorneys, insurers, partners, investors, shareholders, administrators, parent companies, sister
4 companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and/or joint venturers.

5 12. "Defense Counsel" shall mean the attorneys representing Defendant in the Action,
6 Richard D. Marca, Esq. and Christopher S. Milligan, Esq. of Varner & Brandt, LLP.

7 13. "Effective Date" of the settlement will be the last to occur of the following: (a) if there
8 are no objections to the settlement, then the date of Final Approval by the Court; (b) if there are
9 objections to the Settlement, and if an appeal, review or writ is not sought from the Order Granting
10 Final Approval of the Settlement ("Final Approval Order"), the 31st day after service of notice of
11 entry of the Final Approval Order; or (c) if an appeal, review or writ is sought from the order, the day
12 after the Final Approval Order is affirmed or the appeal, review or writ is dismissed or denied, and
13 the Final Approval order is no longer subject to further judicial review. Prior to the Effective Date,
14 Defendant will not be required to fund this Settlement, in whole or in part, through the claims
15 administrator or any third-party. Defendant will fund the settlement within thirty (30) days of the
16 Effective Date, and the claims administrator will distribute all payments within fourteen (14) days of
17 the Effective Date.

18 14. "Employer's Payroll Taxes" shall mean Defendant's share of all payroll taxes payable
19 to any and all government tax agencies incurred for any payments of Settlement Shares to
20 Participating Class Members pursuant to this Settlement.

21 15. "Final Approval Hearing" shall mean the hearing to be conducted by the Superior
22 Court to determine whether to finally approve and implement the terms of this Settlement.

23 16. "Individual Pay Periods" shall mean the number of Pay Periods for an individual
24 PAGA Group Member.

25 17. "Individual Workweeks" shall mean the number of Workweeks for an individual Class
26 Member.

27 18. "Judgment" shall mean the Order of Final Judgment entered by the Superior Court that
28 the Parties anticipate will be entered following a Final Approval Hearing on the Settlement in this

1 Action.

2 19. "LWDA Payment" shall mean the payment to the California Labor and Workforce
3 Development Agency ("LWDA"), constituting seventy-five percent (75%) of the value assigned to
4 the claim for penalties under the California Labor Code Private Attorneys General Act, California
5 Labor Code Section 2698, *et seq.* ("PAGA"). Specifically, Twenty-Two Thousand Five Hundred,
6 Dollars and Zero Cents (\$22,500.00), which shall constitute the LWDA's seventy-five percent (75%)
7 share of Thirty Thousand (\$30,000.00) in PAGA penalties paid under this Settlement. The remaining
8 Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) in civil penalties shall be
9 distributed on a *pro-rata* basis to the PAGA Group Members, based upon the number of workweeks
10 worked by each PAGA Group Member ("PAGA Payment").

11 20. "Maximum Settlement Amount" shall mean the maximum settlement amount of Six
12 Hundred and Seventy-Eight Thousand and Ninety Dollars and Zero Cents (\$678,090.00) (unless
13 increased pursuant to Paragraph 34 below) in full and complete settlement of this matter, which sum
14 includes all payments to Settlement Class Members, Aggrieved Employees, Class Counsel's
15 attorney's fees and litigation costs, third-party administration costs, payment to the Labor Workforce
16 Development Agency ("LWDA"), and the enhancement award to Plaintiff, exclusive of the normal
17 employer's share of any payroll taxes attributable to the Settlement Share payments allocated to
18 wages.

19 21. "Net Settlement Amount" shall mean the Maximum Settlement Amount, less (i) the
20 Class Representative Payment approved by the Superior Court; (ii) the Class Counsel Fees Payment
21 approved by the Superior Court; (iii) the Class Counsel Litigation Expenses Payment approved by
22 the Superior Court; (iv) the LWDA Payment approved by the Superior Court; (v) the PAGA Payment
23 approved by the Superior Court; (vi) the Settlement Administrator Payment approved by the Superior
24 Court; and (vii) any other fees or expenses (other than Class Counsel Fees Payment and Class Counsel
25 Litigation Expenses Payment) incurred in implementing the terms and conditions of this Agreement
26 as approved by the Superior Court. At present, this Net Settlement Amount equates to Three Hundred
27 Seventy-Six Thousand Five Hundred and Sixty Dollars and Zero Cents (\$376,560.00); this amount
28 will be amended, if necessary, when the amount payable to the Settlement Administrator becomes

1 known to the Parties. The Net Settlement Amount shall be distributed on a *pro rata* basis to Class
2 Members, subject to the distribution formula agreed upon by the Parties.

3 22. “Non-Participating Class Member” shall mean a Class Member who submits a
4 complete, valid, and timely request to be excluded (opt-out) from the Settlement pursuant to the
5 instructions provided in the Class Notice.

6 23. The “PAGA Group” shall mean all persons who, during the PAGA Period, have
7 previously been or currently are employed in California by Defendant Modular Metal Fabricators,
8 Inc., as an hourly-paid, non-exempt employee. “PAGA Group Member” shall mean an individual
9 who is a member of the PAGA Group (or if any such person is incompetent, deceased, or unavailable
10 due to military service, the person’s legal representative or successor in interest as evidenced by
11 reasonable verification).

12 24. The “PAGA Payment” shall be Thirty Thousand Dollars (\$30,000.00) in civil
13 penalties.

14 25. “PAGA Payment Share” shall mean the value of each PAGA Group Member’s share
15 of the PAGA Payment as provided by this Agreement.

16 26. The “PAGA Period” shall mean the period of time from November 17, 2019 through
17 the date of preliminary approval.

18 27. “Participating Class Member” shall mean all Class Members who have not submitted
19 a complete, valid, and timely request to be excluded from the Settlement pursuant to the instructions
20 provided in the Class Notice.

21 28. “Pay Period” shall mean any pay period in which a Class Member actually received
22 payment from Defendant as an hourly-paid, non-exempt employee

23 29. “Preliminary Approval” shall mean the Superior Court’s preliminary approval of the
24 Settlement without material change that the Parties anticipate will be made following submission of
25 this Agreement to the Court.

26 30. “Settlement Administrator” shall mean ILYM Group, Inc., who was selected and
27 mutually agreed upon by the Parties on the basis of cost and competence, with the best interests of
28 the Settlement Class Members in mind, and appointed by the Superior Court to administer the

1 Settlement.

2 31. "Settlement Administrator Payment" shall mean the payment to the Settlement
3 Administrator for its fees and expenses in administering this Settlement.

4 32. "Settlement Share" shall mean the value of each Participating Class Member's share
5 of the Net Settlement Amount as provided by this Agreement.

6 33. "Superior Court" shall mean the Superior Court of California for the County of
7 Riverside.

8 34. "Workweek" shall mean any week in which a Class Member actually performed one
9 day of paid work for Defendant during the Class Period as a California hourly-paid, non-exempt
10 employee and was not on vacation, leave of absence, or paid-time-off. Defendant represents that as
11 of July 18, 2022, the estimated number of Workweeks in the Class Period is approximately
12 38,748. Should the qualifying Workweeks worked by the Class Members during the Class Period
13 ultimately increase by more than 10% (*i.e.*, by more than 3,875 Workweeks), Defendant shall increase
14 the Gross Settlement Amount on a *pro-rata* basis equal to the percentage increase in the number of
15 Workweeks worked by the Class Members above 10%. For example, if the number of Workweeks
16 increases by 13%, the Gross Settlement Amount will increase by 3% ("Escalator Provision").

17
18 **II. RECITALS**

19 35. On November 15, 2020, Class Counsel, on behalf of Plaintiff and the PAGA Group,
20 gave written notice to the Labor Workforce and Development Agency ("LWDA") of the Labor Code
21 violations Defendant is alleged to have violated ("LWDA Exhaustion Letter"). On November 17,
22 2020, Plaintiff filed a Complaint alleging the following claims: (1) Failure to Pay Minimum Wages
23 [Cal. Lab. Code §§ 204, 1194, 1194. 2, and 1197]; (2) Failure to Pay Overtime Compensation [Cal.
24 Lab. Code §§ 1194 and 1198]; (3) Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512];
25 (4) Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226. 7]; (5) Failure to Indemnify
26 Necessary Business Expenses [Cal. Lab. Code § 2802]; (6) Failure to Timely Pay Final Wages at
27

1 Termination [Cal. *Lab. Code* §§ 201- 203]; (7) Failure to Provide Accurate Itemized Wage Statements
2 [Cal. *Lab. Code* § 226]; and (8) Unfair Business Practices [Cal. *Bus. & Prof. Code* §§ 17200, *et seq.*]

3 36. On July 2, 2021, Plaintiff filed a First Amended Complaint (“FAC”) adding the 9th
4 cause of action for “Civil Penalties Under PAGA [Cal. *Lab. Code* § 2699, *et seq.*].” Based on these
5 allegations, Plaintiff alleged that he and all others similarly situated were entitled to unpaid wages,
6 liquidated damages, statutory penalties, civil penalties, restitution, injunctive relief, declaratory relief,
7 attorneys’ fees, and costs of litigation, among other remedies.

8 37. Defendant denies and continues to deny all of Plaintiff’s material allegations.
9 Specifically, Defendant contends (1) it provided Plaintiff and the Class with all meal periods
10 according to law; (2) it authorized and permitted Plaintiff and the Class with all rest periods according
11 to law; (3) it did not fail to pay Plaintiff and the Class the minimum wage; (4) it did not require or
12 permit Plaintiff and the Class to work off the clock and paid Plaintiff and the Class the overtime
13 compensation to which they were entitled; (5) it did not fail to reimburse the Class for any appropriate
14 business-related expenses; (6) it provided Plaintiff and the Class with accurate itemized wage
15 statements, consistent with Labor Code Section 226; (7) it did not fail to timely pay Plaintiff and the
16 Class wages due and owing upon separation; (8) it did not violate Business & Professions Code
17 Section 17200, *et seq.*; (9) the PAGA Group is not entitled to penalties under PAGA; and (10)
18 Defendant is not liable for damages, including unpaid wages, liquidated damages, statutory penalties,
19 civil penalties, attorneys’ fees, or costs of litigation to Plaintiff and/or the Class.

20 38. In connection with the Action, and in order to work toward a mediated resolution
21 without the time and expense of formal discovery, the Parties produced voluminous documents and
22 data (including, by Defendant, human resource documents and policies, time records, and payroll data
23 during the Class Period) which were reviewed, investigated, and analyzed by Class Counsel.

24 39. On July 19, 2022, the Parties in Action participated in a full day of mediation before
25 experienced and well-respected employment and class action mediator, Steve Rottman, Esq., which
26 resulted in a settlement of the Action (the “Mediation”).
27
28

1 40. The Settlement described in this Agreement represents a compromise and settlement
2 of highly disputed claims. Nothing in this Settlement is intended or will be construed as an admission
3 by Defendant, including that Plaintiff's claims in the Action have any merit or that Defendant has any
4 liability to Plaintiff, the Class, the PAGA Group, or the State on those claims, or as an admission by
5 Plaintiff that Defendant's defenses in Action have any merit. This Settlement is intended to fully,
6 finally, and forever compromise, release, resolve, discharge, and settle the Released Claims subject
7 to the terms and conditions outlined in this Settlement.

8 41. Based on its own thorough, independent investigation and evaluation of this case,
9 Class Counsel is of the opinion that the Settlement of this Action with Defendant for the consideration
10 and on the terms set forth in this Settlement is fair, reasonable, adequate, and in the best interest of
11 the Class in light of all known facts and circumstances, including the risk of significant costs and
12 delay, the risk of non-certification of the Class, the defenses asserted by Defendant including the risks
13 of adverse determinations on the merits, and numerous potential appellate issues. Although Defendant
14 contends that it has no liability in the Action, Defense Counsel shares Class Counsel's belief that the
15 Settlement represents a fair and adequate settlement given the respective risks associated with the
16 case.

17 42. Based on the foregoing Recitals, the Parties agree as follows:
18

19 **III. PROCEDURE FOR APPROVING SETTLEMENT**

20 43. **Motion for Preliminary Approval of Settlement by the Superior Court.** Plaintiff
21 will move the Superior Court for an order granting Preliminary Approval of the Settlement, setting a
22 date for the Final Approval Hearing no earlier than 120 days from the date of the order granting
23 Preliminary Approval of the Settlement, and approving the Class Notice (attached as **Exhibit A** to
24 this Stipulation) ("Motion for Preliminary Approval"). Any unresolved disagreement among the
25 Parties concerning the Class Notice or other documents necessary to implement the Settlement will
26 be referred first to Steve Rottman, Esq., and if no resolution is reached, then to the Superior Court.

27 44. At the hearing on the Motion for Preliminary Approval, the Parties anticipate that they
28

1 will jointly appear, support the granting of the Motion for Preliminary Approval, and obtain an order
2 granting Preliminary Approval, granting approval of the Class Notice, and setting a date for the Final
3 Approval Hearing no earlier than 120 days from the date of the order granting Preliminary Approval.

4 45. Should the Superior Court require any amendments to this Agreement or the Motion
5 for Preliminary Approval, the Parties agree to work jointly to resolve any issues in order to secure the
6 Superior Court's Preliminary Approval and agree to comply with the Court's Case Management
7 Order in securing approval.

8 46. Should the Superior Court decline to preliminarily approve any material aspects of the
9 Settlement, the Settlement will be null and void and the Parties will have no further obligations under
10 it. In such event, the Parties shall be returned to their respective positions as of the date and time
11 immediately prior to the execution of this Agreement, and the Parties shall proceed in all respects as
12 if this Agreement had not been executed.

13 47. **Class Notice.** After the Superior Court enters its order granting Preliminary Approval,
14 every Class Member will be provided with the Class Notice, which will reflect the order granting
15 Preliminary Approval of the Settlement and the Class Member's information as follows:

16 (a) Within twenty-one (21) days after the Motion for Preliminary Approval is
17 granted, Defendant will provide to the Settlement Administrator the "Class Members' Data," which
18 shall consist of an electronic database containing (i) each Class Member's first and last name, (ii) last
19 known mailing address, (iii) the Class Member's Social Security number or Tax ID, (iv) the Class
20 Member's employee identification number, if applicable, based on Defendant's payroll records, (v)
21 the Class Member's total number of Individual Workweeks, and (vi) the PAGA Group Members'
22 total number of Individual Pay Periods, if applicable. If any or all of the Class Members' Data are
23 unavailable to Defendant, Defendant will so inform Class Counsel prior to the date on which
24 Defendant is required to submit the Class Members' Data to the Settlement Administrator and the
25 Parties will make their best efforts to reconstruct or otherwise agree upon the Class Members' Data
26 prior to when it must be submitted to the Settlement Administrator. If the Parties are unable to agree,
27 the dispute will be resolved by the Settlement Administrator as provided in Paragraph 49. This
28 information will otherwise remain confidential and will not be disclosed to anyone, except as required

1 to applicable taxing authorities, as required to carry out the reasonable efforts to identify Class
2 Member information as described in this Paragraph 46(c), pursuant to Defendant's express written
3 authorization, or by order of the Superior Court.

4 (b) Upon receipt of the Class Members' Data, the Settlement Administrator will
5 conduct a national change of address search and an in-depth skip trace for the most current address
6 of all Class Members and will update such employees' addresses as necessary prior to the mailing of
7 the Class Notice. Within seven (7) days after receiving the Class Members' Data, or as soon thereafter
8 as it is able to do so, the Settlement Administrator will mail the Class Notice to all identified Class
9 Members via first-class U.S. Mail using the mailing address information provided by Defendant,
10 unless modified by any updated address information that the Settlement Administrator obtains in the
11 course of administration of the Settlement.

12 (c) If a Class Notice is returned by the U.S. Postal Service because of an incorrect
13 address, the Settlement Administrator will promptly, and not later than five (5) days from receipt of
14 the returned packet, search for a more current address for the Class Member and re-mail the Class
15 Notice to the Class Member. The Settlement Administrator will use the Class Members' Data and
16 otherwise work with Defense Counsel or utilize its own resources such as skip traces to find a more
17 current address. The Settlement Administrator will be responsible for taking reasonable steps,
18 consistent with its agreed-upon job parameters, court orders, and fee, to trace the mailing address of
19 any Class Member for whom a Class Notice is returned by the U.S. Postal Service. These reasonable
20 steps shall include the tracking of all undelivered mail; performing address searches for all mail
21 returned without a forwarding address; and promptly re-mailing to Class Members for whom new
22 addresses are found. Any such Class Members who failed to receive a Class Notice, or who were
23 subject to a re-mailing of the Class Notice as described herein shall be given an additional fourteen
24 (14) days to opt out or object to the Settlement.

25 (d) The Settlement Administrator will inform Class Counsel and Defense Counsel
26 of the number of returned Class Notices it receives and Class Notices re-mailed in a weekly status
27 report.

28 (e) Not later than the filing of the Motion for Final Approval Hearing, the

1 Settlement Administrator will serve on the Parties a declaration of due diligence setting forth its
2 compliance with its obligations under this Settlement and authenticating the requests for exclusions
3 and/or objections received. The declaration will be filed with the papers submitted with the Motion
4 for Final Approval. Prior to the Final Approval Hearing, the Settlement Administrator will
5 supplement its declaration of due diligence if any material changes occur from the date of the filing
6 of its prior declaration.

7 **48. Participating Class Members; Requests for Exclusion from Class Settlement; and**
8 **Objections to Settlement.** Class Members may submit requests to be excluded from the effect of
9 the Settlement; or objections to the Settlement, pursuant to the following procedures:

10 **(a) Participating Class Members.** Each Class Member shall be deemed to be a
11 Participating Class Member unless they submit a complete, timely, and valid request to be excluded
12 from the effect of the Settlement as provided below. All Participating Class Members shall be bound
13 by the provisions and releases contained in this Settlement.

14 **(b) Request for Exclusion from Settlement.** Class Members who wish to
15 exclude themselves from the Settlement (“opt out” of the Settlement) must submit to the Settlement
16 Administrator, not later than forty-five (45) days after the date that the Settlement Administrator first
17 mails the Class Notices, an Exclusion Request (“the Exclusion Period”). Exclusion Requests may be
18 submitted to the Settlement Administrator via U.S. Mail, Fax, or E-mail. Class Members must
19 complete, sign, date, and timely return an Exclusion Request (attached hereto as Exhibit B) to the
20 Settlement Administrator to exclude themselves from the Settlement, setting forth information
21 necessary to identify the person as a Class Member. The Settlement Administrator shall contact any
22 Class Member who submits an Exclusion Request to clarify any uncertainty that may exist. A Class
23 Member who does not complete and submit a valid and timely Exclusion Request in the manner and
24 by the deadline specified above will remain a Participating Class Member and, if the Court approves
25 the Settlement, will be bound by all terms and conditions of the Settlement and by the Judgment. Per
26 the Court’s Case Management Order, Class Members may use the Request for Exclusion Form
27 (“Exclusion Request”), which is attached to the Class Notice, as a means to exclude themselves from
28 the settlement. A Class Member who timely submits a valid Exclusion Request will not participate

1 in, or be bound by, the Settlement or the Judgment and will not receive any payment pursuant to the
2 Settlement except for a payment from the portion of the PAGA Payment to the PAGA Group if the
3 Class Member is a PAGA Group Member, and will not be bound by the terms of the Settlement,
4 except for the release of the PAGA Group Released Claims if the Class Member is a PAGA Group
5 Member, and will not have any right to object appeal, or comment thereon. To be valid, Exclusion
6 Requests must be completed in full, signed, and returned to the Settlement Administrator before the
7 expiration of the Exclusion Period. Non-Participating Class Members who complete a timely
8 Exclusion Request will not be permitted to file objections to the Settlement and/or appear at the Final
9 Approval Hearing to voice any objections to the Settlement. Members of the PAGA Group cannot
10 seek to exclude themselves from the Settlement of the PAGA claim but retain all rights to exclude
11 themselves from the Class Settlement as delineated herein. No later than fourteen (14) calendar days
12 after the close of the Exclusion Period, the Settlement Administrator shall provide Counsel for both
13 Parties with a complete list of all Class Members who have submitted timely and valid Requests for
14 Exclusion. Per the Court's Case Management Order, the Settlement Administrator shall provide a
15 declaration authenticating the requests for exclusion at the time that the motion for final approval is
16 due.

17 (c) **Objections to Settlement.** The Class Notice will provide that any Class
18 Member who does not request exclusion from the Settlement and who wishes to object to the
19 Settlement must serve on the Settlement Administrator, not later than forty-five (45) days after the
20 Settlement Administrator initially mails the Class Notice, a written objection to the Settlement which
21 sets forth the grounds for the objection and the other information required by Paragraph 47(d) or by
22 sending the Objection Form which is attached to the Class Notice.

23 (d) The written objection must provide the minimum information necessary to (i)
24 identify the objector as a person entitled to object to the settlement, (ii) describe the nature of and
25 basis for the objection, and (iii) contact the objector to clarify any uncertainties. A Class Member
26 may elect to use the Objection Form attached hereto as Exhibit C, which will be mailed along with
27 the Class Notice. A Class Member who does not serve a written objection in the manner and by the
28 deadline specified may appear at the Final Approval Hearing to state their objection to the Settlement.

1 If a Class Member fails to submit a written objection or make an oral objection at the Final Approval
2 Hearing, the Class Member will be deemed to have waived all objections and will be foreclosed from
3 making any objections – whether by appeal or otherwise – to the Settlement. Per the Court’s Case
4 Management Order, the Settlement Administrator shall provide a declaration to the Court no later
5 than the filing of the Motion for Final Approval authenticating any and all objections received.

6 (e) If a Class Member submits both a timely Request for Exclusion and a timely
7 written objection, the Settlement Administrator shall attempt to contact and determine whether the
8 Class Member would like to withdraw either the Request for Exclusion or the written objection. If
9 the Class Member does not withdraw the Request for Exclusion or if the Settlement Administrator
10 cannot contact a Class Member who submits both a timely Request for Exclusion and a timely written
11 objection, the Request for Exclusion shall be valid and it shall be presumed that the Class Member
12 does not wish to participate in the Settlement.

13 (f) If the Superior Court rejects the Class Member’s written objection, or if the
14 Superior Court approves the settlement despite any objections, the Class Member will be deemed to
15 be a Participating Class Member and will be bound by the terms of this Settlement.

16 (g) A Class Member who timely submits a valid Exclusion Request will not
17 participate in, or be bound by, the Settlement or the Judgment and will not receive any payment
18 pursuant to the Settlement except for a payment from the portion of the PAGA Payment to the PAGA
19 Group if the Class Member is a PAGA Group Member, and will not be bound by the terms of the
20 Settlement and Judgment, and will not have any right to object, appeal, or comment thereon.

21 49. **Report.** Not later than seven (7) days after the deadline for submission of requests to
22 be excluded and/or objections, the Settlement Administrator will provide Defense Counsel, with a
23 complete and accurate list of names for all Participating Class Members, all Non-Participating Class
24 Members, all PAGA Group members, and all Class Members who objected to the settlement. The
25 report shall also be accompanied by an itemized calculation of the Settlement Shares for each
26 Participating Class Member, with identifying information redacted, which shall be provided to both
27 Class and Defense Counsel. The Settlement Administrator shall also provide both Parties with a
28 report identifying the number of Participating Class Members, the number of Non-Participating Class

Members, the number of PAGA Group members, and the number of Class Members who submitted a valid, timely, and complete objection. Class Counsel shall also receive a list of Class Members who objected to the Settlement and/or excluded themselves from the Settlement, which will be used in the Parties' Final Approval Order.

50. **Resolution of Class Member and PAGA Group Member Disputes.** If a Class Member and/or PAGA Group Member disputes the number of his or her Individual Workweeks and/or Individual Pay Periods stated in their Class Notice, the Class Member and/or PAGA Group Member must, within forty-five (45) days after the Settlement Administrator initially mails the Class Notice, ask the Settlement Administrator to resolve the matter by returning the Class Notice with a statement of the number of Workweeks and/or Pay Periods that he or she contends were worked and include any documentation the Class Member and/or PAGA Group Member has to support their contention. The Settlement Administrator shall notify Defendants of the dispute and provide them with a copy of the Class Notice and any documentation received in support of the dispute within three (3) court days of receipt thereof. Defendant shall review its payroll and personnel records and verify the correct number of Workweeks and/or Pay Periods within five (5) court days of the Settlement Administrator's notification. Defendant's records will have a rebuttable presumption of accuracy. After consultation with Class Counsel, Defense Counsel, and the applicable Class Member and/or PAGA Group Member, the Settlement Administrator will, within three (3) court days of Defendant's verification, make a determination of the Class Member's and/or PAGA Group Member's number of Workweeks and/or Pay Periods and that determination will be final, binding on the Parties and the Class Member and/or PAGA Group Member, and is not appealable.

51. **No Solicitation of Objection; Right to Void.** Neither the Parties, nor their respective counsel, will directly or indirectly solicit or otherwise encourage any Class Member to exclude him or herself from the Settlement, object to the Settlement, and/or appeal from the Judgment. If ten percent (10%) or more of the Class Members submit a complete, valid, and timely request to be excluded from the Settlement and are deemed to be Non-Participating Class Members, then Defendant shall have the unilateral right to void this Settlement. (The Settlement Administrator shall provide Defendant's Counsel with the information necessary to effectuate this provision on a regular

1 basis, but no less frequently than on a weekly basis.) Defendant may do so by giving notice to Plaintiff
2 and the Court of its election to void the Settlement not later than fourteen (14) days after the
3 Settlement Administrator issues its report identifying the number of Participating Class Members, the
4 number of Non-Participating Class Members, and the number of Class Members who objected to the
5 settlement as described in Paragraph 47(c). Notwithstanding any other provisions in this Settlement,
6 no sums shall be payable by Defendants in the event that this Settlement is voided as provided for
7 herein.

8 **52. Additional Briefing and Final Approval.**

9 (a) Not later than sixteen (16) court days before the Final Approval Hearing,
10 Plaintiff will prepare and the Parties will jointly file with the Superior Court a Motion for Final
11 Approval of the Settlement, including payment of the Settlement Administrator's Payment, and a
12 memorandum in support of their motion ("Motion for Final Approval"). Not later than sixteen (16)
13 court days before the Final Approval Hearing, Plaintiff and Class Counsel will serve on Defendant
14 and file with the Superior Court, a Motion for Awards of the Class Representative Payment, Class
15 Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment, pursuant to this
16 Settlement, and memoranda in support of its motion. Plaintiff will seek fees pursuant to *Laffitte v.*
17 *Robert Half Intern., Inc.* (2016) 1 Cal. 5th 480, 503. Plaintiff will not seek additional fees from
18 Defendant or an increase in the Maximum Settlement Amount as part of the Motion for awards of the
19 Class Representative Payment, Class Counsel Fees Payment, and the Class Counsel Litigation
20 Expenses Payment.

21 (b) Not later than five (5) court days before the Final Approval Hearing, the Parties
22 shall be entitled to file and serve a response to any Class Member's objection to the Settlement and/or
23 reply in support of their Motion for Final Approval, to the extent that any opposition to said Motion
24 is filed. Plaintiff and Class Counsel may file a reply in support of their Motion for Awards of the
25 Class Representative Payment, Class Counsel Fees Payment, and the Class Counsel Litigation
26 Expenses Payment, to the extent that any opposition to said Motion is filed.

27 (c) If the Superior Court ultimately does not grant final approval of the Settlement
28 or grants final approval conditioned on any material change to the Settlement that is not agreed to by

one of the Parties, then either Party will have the right to void the Settlement. If the Settlement is voided in this manner, the Parties will have no further obligations under the Settlement, including any obligation by Defendant to pay any amounts that otherwise would have been payable under this Settlement, except that the voiding Party will pay the Settlement Administrator's reasonable fees and expenses incurred as of the date that the Party exercises the right to void the Settlement under this paragraph. For the purposes of this paragraph, a "material change" is a change to the terms outlined herein in the instant long form settlement agreement. However, an award by the Superior Court of a lesser amount than that sought by Plaintiff and Class Counsel for the Class Representative Payment, the Class Counsel Fees Payment, and/or the Class Counsel Litigation Expenses Payment, will not constitute a material change to the Settlement within the meaning of this paragraph.

(d) Upon final approval of the Settlement by the Superior Court at or after the Final Approval Hearing, the Parties will present for the Superior Court's approval and entry a Proposed Final Order and Judgment. The entry of the Final Order and Judgment shall permanently bar all Participating Class Members from prosecuting against the Released Parties any of Released Claims during the Class Period, as contained in Section V of this Agreement.

(e) After entry of the Judgment, the Superior Court will have continuing jurisdiction over the Action and the Settlement solely for purposes of (i) enforcing this Settlement, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

53. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms and conditions of this Settlement, Plaintiff, Participating Class Members, Defendant, and their respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, a motion for new trial, a motion under Code of Civil Procedure Section 473, and any extraordinary writ, and the Judgment therefore will become non-appealable by them at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings, or post-judgment proceedings. If an appeal is taken from the Judgment, the time for consummation of the Settlement (including making payments under the Settlement) will be suspended until such

1 time as the appeal is finally resolved and the Judgment, consistent with the terms of this Settlement,
2 becomes Final.

3 **54. Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.**

4 If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion,
5 petition, writ, or application, the reviewing court vacates, reverses, or modifies the Judgment such
6 that there is a material modification to the Settlement, and that court's decision is not completely
7 reversed and the Judgment is not fully affirmed on review by a higher court, then either Party will
8 have the right to void the Settlement, which the Party must do by giving written notice to the other
9 Parties, the reviewing court, and the Superior Court, not later than fourteen (14) days after the
10 reviewing court's decision vacating, reversing, or materially modifying the Judgment becomes final.
11 For the purposes of this paragraph, a "material change" is a change to the terms outlined herein in the
12 instant long form settlement agreement. A vacation, reversal, or modification of the Superior Court's
13 award of the Class Representative Payment, the Class Counsel Fees Payment, and/or Class Counsel
14 Litigation Expenses Payment will not constitute a vacation, reversal, or material modification of the
15 Judgment within the meaning of this paragraph.

16 **55. Establishment of Settlement Account.** Within seven (7) calendar days after the
17 Effective Date, the Settlement Administrator will provide the Parties with an accounting of all
18 anticipated payments from the Settlement Fund Account as specified in this Settlement Agreement
19 and approved by the Court, including, but not limited to: (a) Plaintiff's Enhancement Payment; (b)
20 the Class Counsel Fees Payment; (c) the Class Counsel Litigation Expenses Pay; (d) Settlement
21 Administration Costs; (e) the PAGA Payment; and (f) Payment of Settlement Shares to Class
22 Members and related taxes thereon. The Settlement Administrator shall establish a Settlement
23 Account within ten (10) days of the Effective Date and notify the Parties when the Settlement Account
24 has been established. Within ten (10) days after receiving notification of the Settlement Account and
25 statement for the Settlement Account Deposit, Defendant shall pay into the Settlement Account an
26 amount equal to the Settlement Account Deposit. Defendant shall have no obligation to pay any
27 additional funds into the Settlement Account, besides its share of employer taxes.

28 **56. Payment of Settlement Shares and PAGA Payment Shares.** The Settlement

1 Administrator shall pay to each Participating Class Member his or her Settlement Share and to each
2 PAGA Group Member his or her PAGA Payment Share from the Settlement Account. The Settlement
3 Administrator shall pay each Settlement Share by sending a check in the appropriate amount after
4 withholdings to the Participating Class Member at the address indicated in the Class Member's Data.
5 The Settlement Administrator shall pay each PAGA Payment Share by sending a check in the
6 appropriate amount to the PAGA Group Member at the address indicated in the PAGA Group
7 Member's Data. Such payment shall be sent by the Settlement Administrator via U.S. Mail within
8 fourteen (14) days of its receipt of the Settlement Account Deposit from Defendant. The Settlement
9 Administrator shall mail a reminder postcard to any Class Member whose Settlement Share and/or
10 PAGA Payment Share has not been negotiated within 60 days after the first mailing. If (i.) any of the
11 Class Members are current employees of Defendant, (ii) the distribution mailed to those employees
12 is returned to the Settlement Administrator as being undeliverable, and (iii) the Settlement
13 Administrator is unable to locate a valid mailing address, the Settlement Administrator shall arrange
14 with Defendant to have those distributions delivered to the Class Member at their place of
15 employment.

16 **57. Uncashed Settlement Share and PAGA Payment Share Checks.** Any checks paid
17 to Participating Class Members and/or PAGA Group Members shall be negotiable for one hundred
18 and eighty (180) calendar days from the date of their issuance. A Participating Class Member must
19 cash his or her Settlement Share check within one hundred and eighty (180) calendar days after it is
20 mailed to him or her. A PAGA Group Member must cash his or her PAGA Payment Share check
21 within one hundred and eighty (180) calendar days after it is mailed to him or her. If a check remains
22 uncashed after one hundred and eighty (180) calendar days from the initial mailing, or if a check is
23 returned to the Settlement Administrator as undeliverable during the one hundred eighty-day period,
24 the Settlement Administrator shall take all reasonable efforts to identify the Participating Class
25 Member's and/or PAGA Group Member's correct address, including the performance of a "skip-
26 trace." If an updated address can be identified, the Settlement Administrator shall issue another check
27 to the Participating Class Member and/or PAGA Group Member and mail it to the Participating Class
28 Member and/or PAGA Group Member at his or her updated address. If an updated address for the

1 Participating Class Member and/or PAGA Group Member cannot be identified, if a reissued check is
2 once again returned to the Settlement Administrator as undeliverable, or if the reissued check remains
3 uncashed after one hundred eighty (180) calendar days, the Settlement Administrator will keep an
4 accounting of such funds and shall give notice to the Parties of the total balance of uncashed
5 Settlement Shares and/or PAGA Payment Shares. A Participating Class Member who fails to
6 negotiate or receive their Settlement Share check despite the procedures described above shall
7 nevertheless remain bound by the Settlement and the releases contained herein. A PAGA Group
8 Member who fails to negotiate or receive their PAGA Payment Share check despite the procedures
9 described above shall nevertheless remain bound by the Settlement.

10 58. The funds represented by Settlement Share and/or PAGA Payment Share checks
11 remaining uncashed for more than one hundred and eighty (180) calendar days after issuance shall be
12 voided and then shall be transmitted to the Controller of the State of California to be held pursuant to
13 the Unclaimed Property Law, California Civil Code Section 1500, *et seq.*, in the names of those
14 Participating Class Members and/or PAGA Group Members who did not cash their checks until such
15 time they claim their property. The Parties agree that this disposition results in no “unpaid residue”
16 under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out
17 to Participating Class Members, whether or not they all cash their settlement checks.

18 59. **Final Report by Settlement Administrator to Superior Court.** Within ten (10) days
19 after final disbursement of all funds from the Settlement Account, the Settlement Administrator will
20 serve on the Parties and file with the Superior Court a declaration providing a final summary report
21 on the disbursements of all funds from the Settlement Account. Within ten (10) days after
22 transmission of any remaining unclaimed funds to Controller of the State of California the Settlement
23 Administrator will serve on the Parties and file with the Superior Court a declaration providing a final
24 summary report on the transmission of any remaining unclaimed funds to the Controller of the State
25 of California as outlined Paragraph 58.

26 **IV. SETTLEMENT TERMS AND CONDITIONS**

27 60. **Conditional Certification for Settlement Purposes.** Solely for the purposes of
28 effectuating this Settlement, and subject to Court approval, the Parties hereby stipulate to the

1 conditional certification of the following Settlement Class: “All persons who worked for Defendant
2 Modular Metal Fabricators, Inc. in California as an hourly, non-exempt employees at any time during
3 the period beginning four years before the filing of the initial complaint in this action and ending on
4 the date the Court grants preliminary approval of the settlement.”

5 61. The Parties agree that if for any reason the Settlement is not preliminarily and/or
6 finally approved, the conditional certification of the Settlement Class will be of no force or effect,
7 does not constitute an admission by Defendant that class certification is proper, and will not be
8 deemed admissible in this or any other proceeding, and that the Parties will litigate the issue of class
9 certification.

10 62. **Settlement Shares.** Subject to the terms and conditions of this Settlement, the
11 Settlement Administrator will calculate the estimated Settlement Shares for each Class Member
12 within ten (10) days after Defendant provide the Settlement Administrator with the Class Members’
13 Data. The Settlement Share for each Class Member will be calculated as follows, understanding that
14 the formulas below do not constitute an admission by either Party, and are intended only to provide a
15 practical means to simplify and administer the claims process:

16 (a) **Number of Class Members and Workweeks.** Defendant shall determine the
17 total number of Class Members and the aggregate number of Workweeks for those Class Members
18 who worked during the Class Period. This information shall be provided to the Settlement
19 Administrator along with the Class Members’ Data as described in Paragraph 47(a) above.

20 (b) **Calculation of the Workweek Value.** The Settlement Administrator shall
21 determine the value of a Workweek (“Workweek Value”) by taking the Net Settlement Amount and
22 dividing it by the sum of all Class Members’ Workweeks who do not opt out of the Settlement.

23 (c) **Calculation of Settlement Shares.** The Settlement Administrator shall assign
24 to each Participating Class Member a Settlement Share which shall be equal to the Workweek Value
25 multiplied by each Participating Class Member’s Individual Workweeks. Upon calculation of the
26 Participating Class Members’ Settlement Shares, the Settlement Administrator shall furnish to Class
27 Counsel and Defense Counsel a worksheet containing a list of employee identification numbers for
28 the Class Members with their corresponding Individual Workweeks and Settlement Shares.

1 **63. PAGA Payment Shares.** Subject to the terms and conditions of this Settlement, the
2 Settlement Administrator will calculate the PAGA Payment Shares for each PAGA Group Member
3 within ten (10) days after Defendants provide the Settlement Administrator with the PAGA Group
4 Members' Data. The PAGA Payment Share for each PAGA Group Member will be calculated as
5 follows, understanding that the formulas below do not constitute an admission by either Party, and
6 are intended only to provide a practical means to simplify and administer the claims process:

7 **(a) Number of PAGA Group Members and Pay Periods.** Defendant shall
8 determine the total number of PAGA Group Members and the aggregate number of Pay Periods for
9 those PAGA Group Members as of the time of Preliminary Approval. This information shall be
10 provided to the Settlement Administrator along with the Class Members' Data as described in
11 Paragraph 43(a) above.

12 **(b) Calculation of the Pay Period Value.** The Settlement Administrator shall
13 determine the value of a Pay Period ("Pay Period Value") by taking the PAGA Payment amount and
14 dividing it by the sum of all PAGA Group Members' Pay Periods.

15 **(c) Calculation of PAGA Payment Shares.** The Settlement Administrator shall
16 assign to each PAGA Group Member a PAGA Payment Share which shall be equal to the Pay Period
17 Value multiplied by each PAGA Group Member's Individual Pay Periods. Upon calculation of the
18 PAGA Group Members' PAGA Payment Shares, the Settlement Administrator shall furnish to Class
19 Counsel and Defense Counsel a worksheet containing a list of employee identification numbers for
20 the PAGA Group Members with their corresponding Individual Pay Periods and PAGA Payment
21 Shares.

22 **64. Taxes and Withholdings.** Each Settlement Share is intended to settle the Class
23 Members' claims for unpaid wages and penalties. Accordingly, twenty percent (20%) of each
24 Settlement Share shall represent unpaid wages and the remaining ninety percent (80%) of each
25 Settlement Share shall represent penalties and interest allocated 40% to each, respectively. The
26 portion of the Settlement Share representing unpaid wages shall be paid to each Participating Class
27 Member subject to any applicable employee-side tax withholdings and deductions, and the Settlement
28 Administrator shall issue an IRS Form W-2 to each Participating Class Member for that amount. The

1 portion of the Settlement Share representing penalties shall be paid to the Participating Class Member
2 in full without deductions or withholdings, and the Settlement Administrator shall issue an IRS Form
3 1099 to each Participating Class Member for that amount. Each Participating Class Member shall be
4 individually responsible for their own share of applicable income tax withholdings and deductions
5 from the Settlement Share attributable to the portion of the settlement for which an IRS Form 1099
6 will be issued. Defendant shall be responsible for payment of the Employer Payroll Tax attributable
7 to the Settlement Share payments constituting wages. The Employer's Payroll Tax shall not be
8 deducted from the Maximum Settlement Amount and shall not be included in any payments of
9 Settlement Shares. The Parties agree and understand that Defendant has not made any representations
10 regarding the tax obligations or consequences, if any, related to this Settlement. The Parties agree
11 that Defendant and each Participating Class Member are solely responsible for determining the tax
12 consequences of payments made pursuant to this Settlement and for paying taxes, if any, which are
13 determined to be owed by each of them on such payments (including penalties and interest related
14 thereto) by any taxing authority, whether state, local, or federal.

15 65. Each PAGA Payment Share is intended to settle the PAGA Group Members' claims
16 for civil penalties. Accordingly, one hundred percent (100%) of each PAGA Payment Share shall
17 represent civil penalties. The PAGA Payment Share shall be paid to the PAGA Group Member in
18 full without deductions or withholdings, and the Settlement Administrator shall issue an IRS Form
19 1099 to each PAGA Group Member for that amount, to the extent the PAGA Group Member's PAGA
20 Payment Share is Six Hundred Dollars and Zero Cents (\$600.00) or more. Each PAGA Group
21 Member shall be individually responsible for his or her own share of applicable income tax
22 withholdings and deductions for his or her PAGA Payment Share.

23 66. **Total Payment Amount.** In no event will Defendants be required to pay more than
24 the Maximum Settlement Amount for distribution to Plaintiff, Class Counsel, Participating Class
25 Members, PAGA Group Members, the LWDA, Settlement Administrator, or for any other costs or
26 expenses not otherwise enumerated. However, Defendant shall be responsible for paying any
27 Employer Payroll Taxes for the payment of Settlement Shares attributable to wages, which shall not
28 be paid from the Settlement Account and shall not be included in the Maximum Settlement Amount.

1 67. **Payments to Plaintiff and Class Counsel and Others.** Subject to the terms and
2 conditions of this Settlement, the Settlement Administrator will make the following payments out of
3 the Maximum Settlement Amount as follows:

4 (a) **To Plaintiff:** In addition to his Settlement Share, Plaintiff will apply to the
5 Superior Court for a Class Representative Payment in an amount not to exceed Seven Thousand Five
6 Hundred Dollars and Zero Cents (\$7,500.00). Defendant will not oppose this Class Representative
7 Payment. The Settlement Administrator will pay the Class Representative Payment approved by the
8 Superior Court out of the Maximum Settlement Amount. Payroll tax withholding and deductions will
9 not be taken from the Class Representative Payment and an IRS Form 1099 will be issued to Plaintiff
10 for this payment.

11 (b) **To Class Counsel:** Class Counsel will apply to the Superior Court for the
12 Class Counsel Fees Payment in an amount not to exceed Two Hundred and Twenty-Six Thousand
13 and Thirty Dollars and Zero Cents (\$226,030.00), or one-third (1/3) of the Maximum Settlement
14 Amount. Class Counsel will also submit to the Superior Court a memorandum of costs for the Class
15 Counsel Litigation Expenses Payment in an amount not to exceed Eighteen Thousand Dollars and
16 Zero Cents (\$18,000.00) as requested reasonable costs of suit to be paid from the Maximum
17 Settlement Amount. Defendant will not oppose these requests. The Settlement Administrator will
18 pay the amounts approved by the Superior Court out of the Maximum Settlement Amount.
19 Withholding and deductions will not be taken from the Class Counsel Fees Payment or Class Counsel
20 Litigation Expenses Payment and one or more IRS Forms 1099 will be issued to Class Counsel with
21 respect to those payments.

22 (c) **To the LWDA:** As part of their Motions for Preliminary and Final Approval,
23 the Parties will jointly apply to the Superior Court for approval of the LWDA Payment in the amount
24 of Twenty-Two Thousand Five Hundred Dollars and Zero Cents (\$22,500.00), which shall constitute
25 the LWDA's seventy-five percent (75%) share of Thirty Thousand Dollars and Zero Cents
26 (\$30,000.00) in civil penalties paid under this Settlement. The remaining Seven Thousand Five
27 Hundred Dollars and Zero Cents (\$7,500.00) in civil penalties shall be distributed on a *pro rata* basis
28 based upon the number of pay periods worked by each PAGA Group Member ("PAGA Payment").

1 (d) **To the Settlement Administrator:** The Settlement Administrator will be paid
2 from the Maximum Settlement Amount its reasonable fees and expenses as approved by the Superior
3 Court, which are estimated not to exceed \$20,000 (Twenty Thousand Dollars and Zero Cents).

4 68. **Appointment of Settlement Administrator.** The Parties will ask the Superior Court
5 to appoint ILYM Group, Inc., a qualified and experienced administrator based in California where
6 the Action is venued, to serve as the Settlement Administrator, which, as a condition of appointment,
7 will agree to be bound by this Agreement with respect to the performance of its duties and its
8 compensation. The Settlement Administrator's duties will include (i) calculating Settlement and
9 PAGA Payment Shares; (ii) preparing, printing, and mailing the Class Notice to all Class Members;
10 (iii) using reasonable measures to contact all Class Members, including conducting a National Change
11 of Address search on all Class Members before mailing the Class Notice to each Class Member's
12 address; (iv) re-mailing the Class Notice to the Class Member's new address for those Class Members
13 whose address had changed; (v) setting up a toll-free telephone number to receive calls from Class
14 Members; (vi) receiving requests for exclusion and objections to the Settlement; (vii) providing the
15 Parties with weekly status reports about the delivery of Class Notices and any requests for exclusion
16 and objections; (viii) issuing the checks to effectuate the payments due under the Settlement; (ix)
17 using reasonable measures to deliver issued checks to Participating Class Members, including use of
18 a "skip-trace" for undeliverable checks; and (x) otherwise administering the Settlement pursuant to
19 this Agreement including paying and reporting the employer's share of the payroll taxes to the
20 appropriate taxing agency. The Settlement Administrator will have the final authority to resolve all
21 disputes concerning the calculation of a Participating Class Member's Settlement Share and/or PAGA
22 Group Member's PAGA Payment Share, subject to the terms set forth in this Agreement. The
23 Settlement Administrator's reasonable fees and expenses will be paid out of the Maximum Settlement
24 Amount, as set forth herein, subject to Court approval.

25 **V. RELEASE OF CLAIMS**

26 69. **Participating Class Members Released Claims.** As of the date of the Judgment,
27 each Participating Class Member, and without the need to manually sign a release document, shall
28

1 release the Released Parties from all causes of action and claims that were alleged in the Action or
2 reasonably could have been alleged based on the facts and legal theories contained in the Action,
3 including all of the following claims for relief from November 17, 2016 through the date of granting
4 the preliminary approval: including, but not limited to, claims pursuant to *Labor Code* sections, 200,
5 201, 202, 203, 204, 210, 226(a), 226.2, 226.3, 226.7, 510, 512, 1174(d), 1182.5, 1194, 1194.2, 1197,
6 1197.1, 2800, 2802, 2810.5, 2699, *et seq.*, and the Industrial Welfare Commission Wage Orders, and
7 also any claim for unpaid wages, including under any theory of rounding, unpaid minimum wage,
8 off-the-clock work, meal and rest period violations, waiting time penalties, itemized wage statement
9 penalties, expense reimbursements, safety equipment reimbursements, wages for unpaid time, other
10 related wages, restitution, disgorgement, civil or statutory penalties, attorneys' fees, and/or costs and
11 all claims under the Private Attorneys General Act of 2004, under the Unfair Competition Law,
12 *Business & Professions Code* section 17200, *et seq.*, and/or which are alleged in the Lawsuit within
13 the Class Period. On July 2, 2021, Class Counsel amended the Complaint to add a ninth cause of
14 action for Civil Penalties pursuant to the Private Attorney's General Act of 2004, *Labor Code* §§
15 2698, *et seq.* (all claims under the Private Attorneys General Act of 2004 that were or could have
16 been premised on the claims, causes of action or legal theories of relief pleaded in the operative
17 complaint or the LWDA exhaustion letter are hereby released), and the Settlement Class members
18 who cash their Settlement Checks further acknowledge that they are releasing any claims they have
19 against Defendant under the Fair Labor Standards Act ("FLSA") (collectively, "Released Claims").
20 The Released Claims for the Participating Class Members excludes all claims for vested benefits,
21 wrongful termination, unemployment insurance, disability, social security, workers' compensation,
22 claims while classified as exempt, and claims outside of the Class Period. The Class Released Claims
23 only covers the time period of from November 17, 2016 through the date of granting the preliminary
24 approval.
25

26 **70. The PAGA Group Released Claims:** As of the date of the Judgment, Plaintiff and
27 the LWDA shall release the Released Parties and the State of California for claims for civil penalties
28 under the California Labor Code Private Attorney's General Act of 2004 arising from November 17,

2019 through the date of granting the preliminary approval, that were alleged in Plaintiff's LWDA Exhaustion Letter or to the extent alleged in Plaintiff's operative complaint, including but not limited to: (1) Failure to Pay Minimum Wages [Cal. *Lab. Code* §§ 204, 1194, 1194. 2, and 1197]; (2) Failure to Pay Overtime Compensation [Cal. *Lab. Code* §§ 1194 and 1198]; (3) Failure to Provide Meal Periods [Cal. *Lab. Code* §§ 226.7, 512]; (4) Failure to Authorize and Permit Rest Breaks [Cal. *Lab. Code* §§ 226. 7]; (5) Failure to Indemnify Necessary Business Expenses [Cal. *Lab. Code* § 2802]; (6) Failure to Timely Pay Final Wages at Termination [Cal. *Lab. Code* §§ 201- 203]; (7) Failure to Provide Accurate Itemized Wage Statements [Cal. *Lab. Code* § 226]; (8) Unfair Business Practices [Cal. *Bus. & Prof. Code* §§ 17200, *et seq.*]; and (9) Civil Penalties pursuant to the Private Attorney's General Act of 2004.

71. Released Parties includes Defendant, Modular Metal Fabricators, Inc., and past and present, owners, officers, shareholders, directors, employees, and agents.

72. The PAGA Released Claims, coupled with the approval Order and Judgment has full *res judicata* effect, is final, and preclude and bar any future suits involving the PAGA Released Claims between November 17, 2019 through the date of granting the preliminary approval. *Arias v. Sup. Ct. (Angelo Dairy)* (2009) 46 Cal.4th 969, 986 ("Because an aggrieved employee action under the Labor Code Private Attorneys General Act of 2004 functions as a substrate for an action brought by the government itself, a judgment in that action binds all those, including nonparty aggrieved employees who would be bound by a judgment in an action brought by the government").

73. The Released Claims and PAGA Released Claims described in Paragraphs 69 and 70 expressly exclude all claims made for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, claims while classified as exempt, and claims outside of the Class Period and/or PAGA Period.

74. **Release by Plaintiff and Class Representative:** Upon the Final Approval by the Court of this Settlement and Defendant's payment of all sums due pursuant to this Settlement, and except as to such rights or claims as may be created by this Settlement, Plaintiff and Class Representative will release claims as follows:

1 a. Plaintiff and Class Representative hereby fully and finally releases and discharges
2 the Releasees (defined above) from any and all of the released Claims (defined
3 above) and from any and all other claims, charges, complaints, liens, demands,
4 agreements, contracts, covenants, actions, suits, causes of action, penalties, wages,
5 obligations, debts, expenses, damages, attorneys' fees, costs, judgments, orders,
6 and liabilities of whatever kind or nature in law, equity, or otherwise, known or
7 unknown, suspected or unsuspected, that Plaintiff and Class Representative had,
8 now has, or may hereafter claim to have against the Released Parties arising out
9 of, or relating in any way to, the Plaintiff and Class Representative's hiring by,
10 employment with, separation of employment with, or any other transactions,
11 occurrences, acts or omissions or any loss, damage or injury whatsoever, known
12 or unknown, suspected or unsuspected, resulting from any act or omission by or
13 on the part of any Released Party (the "Class Representative's Released Claims"),
14 arising or accruing from the beginning of time up through the Final Approval Date
15 Order Date ("Class Representative's Released Period"). The Class
16 Representative's Released Claims include, but are not limited to, claims arising
17 from or dependent on the California *Labor Code*; the Wage Orders of the
18 California Industrial Welfare Commission ("IWC"); California *Business and*
19 *Professions Code* §§ 17200, *et seq.*; the California Fair Employment and Housing
20 Act, Cal. Gov't Code §§ 12900, *et seq.* ("FEHA"); the California Healthy
21 Workplaces, Healthy Families Act, Cal. *Labor Code* § 245, *et seq.*, the California
22 common law of contract and tort; Title VII of the Civil Rights Act of 1964 ("Title
23 VII"); the Americans with Disabilities Act, 42 U.S.C. §§ 12101, *et seq.* ("ADA");
24 the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001, *et seq.*
25 ("ERISA"); the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.* ("FLSA"), the
26 Portal to Portal Act, 29 U.S.C. §§ 251, *et seq.*, and the Families First Coronavirus
27 Response Act.
28

b. Plaintiff and Class Representative also acknowledges that she has read Section 1542 of the Civil Code of the State of California, which provides as follows:

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

75. Plaintiff and Class Representative further warrants that she understands that Section 1542 gives her the right not to release existing claims of which she is not now aware unless she voluntarily chooses to waive this right. Having been so apprised, Plaintiff and Class Representative shall nevertheless voluntarily waives the rights described in Section 1542 and elects to assume all risks and to release the claims set forth herein, that now exist in her favor, whether known or unknown.

76. Employment of Plaintiff by Defendant is not consideration for, or a condition of, this Settlement.

77. **Class Counsel.** As of the Effective Date, and except as otherwise provided by this Settlement, Class Counsel and any counsel associated with Class Counsel waive any further claims to costs and attorneys' fees and expenses against Defendant or the Releasees arising from or related to the Action, including but not limited to claims based on the Labor Code, the Code of Civil Procedure, PAGA, the Fair Labor and Standards Act, the Business and Professions Code, or any other contract, statute or law ("Class Counsel Released Claims").

78. **No Effect on Other Benefits.** The payment of Settlement Shares and/or PAGA Payment Shares will not result in any additional employee benefit payments (such as 401(k), vacation, or bonus) and shall not have any effect on the eligibility for, or calculation of, any employee benefit.

VI. DUTIES OF THE PARTIES

79. **Mutual Full Cooperation.** The Parties agree to cooperate fully with one another to accomplish and implement the terms of this Stipulation. Such cooperation shall include, but not be

1 limited to, execution of such other documents and the taking of such other actions as may reasonably
2 be necessary to fulfill the terms of this Settlement unless the Court denies the Settlement with
3 prejudice. The Parties shall use their best efforts, including all efforts contemplated by this Stipulation
4 and any other efforts that may become necessary by court order or otherwise, to effectuate this
5 Stipulation and the terms set forth herein. As soon as practicable after execution of this Stipulation,
6 Class Counsel, with the cooperation of Defendant and Defense Counsel, shall take all necessary and
7 reasonable steps to secure the Court's approval of this Stipulation. The Parties will work together to
8 make any non-material modifications of the Settlement requested by the Court to obtain approval of
9 the Parties' Settlement.

10 **80. Duty to Support and Defend the Class Settlement.** The Parties agree to abide by
11 all of the terms of the Settlement in good faith and to support the Settlement fully and use their best
12 efforts to defend this Settlement from any legal challenge, whether by appeal or collateral attack.

13 **81. Duties Prior to Court Approval.** Class Counsel shall promptly submit this
14 Stipulation to the Court for preliminary approval and determination by the Court as to its fairness,
15 adequacy, and reasonableness within 30 days of the full execution of the instant long-form settlement
16 agreement. Promptly upon execution of this Stipulation, Class Counsel shall apply to the Court for
17 the entry of a preliminary approval order, scheduling a hearing on the question of whether the
18 proposed Class Settlement should be approved as fair, reasonable, and adequate as to the Class
19 Members, conditionally certifying a Class for settlement purposes only; approving as to form and
20 content the proposed Class Notice attached hereto as **Exhibit A**, respectively, and directing the
21 mailing of the Class Notice to Settlement Class Members; preliminarily approving the amended
22 Settlement subject only to the objections of Class Members and final review by the Court;
23 conditionally appointing Plaintiff and Class Counsel as representatives of the proposed Class
24 Members, and appointing ILYM Group, Inc. as the Settlement Administrator

25
26 **VII. MISCELLANEOUS TERMS**

27 **82. No Admission of Liability.** Defendant denies that they have engaged in any unlawful
28 activity, have failed to comply with the law in any respect, or have any liability to anyone under the

1 claims asserted in the Action. This Settlement is entered into solely for the purpose of compromising
2 highly disputed claims. Nothing in this Settlement is intended or will be construed as an admission
3 of liability or wrongdoing by Defendant, an admission by Plaintiff that any of his claims were non-
4 meritorious, or any defense asserted by Defendant was meritorious. This Settlement and the fact that
5 Plaintiff and Defendant were willing to settle the Action will have no bearing on, and will not be
6 admissible in connection with, any litigation (other than solely in connection with the Settlement).

7 83. The Parties also agree that this release constitutes a resolution of a good faith dispute
8 concerning wages and complies with Labor Code Section 206.5, which reads in part:

9 Execution of release of claim or right on account of wages due. No
10 employer shall require the execution of any release of any claim or
11 right on account of wages due, or to become due, or made, or made
12 as an advance on wages to be earned unless payment of those wages
13 has been made.

14 84. Whether or not the Judgment becomes Final, neither the Settlement, any document,
15 statement, proceeding nor conduct related to the Settlement, nor any reports or accounting of those
16 matters, will be (i) construed as, offered, or admitted in evidence as, received as, or deemed to be
17 evidence for any purpose adverse to Defendant or any other beneficiary of the releases granted under
18 this Settlement (the "Released Parties"), including, but not limited to, evidence of a presumption,
19 concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing,
20 omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of
21 the Released Parties, or any other civil, criminal or administrative action or proceeding except for
22 purposes of effectuating this Settlement.

23 85. Notwithstanding Paragraph 81 of this Settlement, any and all provisions of this
24 Settlement may be admitted in evidence and otherwise used in any and all proceedings to enforce any
25 or all terms of this Settlement, or in defense of any claims released or barred by this Settlement.

26 86. **Confidentiality.** The Parties and their Counsel will keep the settlement confidential
27 through preliminary approval, with the exception that the Parties and their Counsel may discuss the
28 fact of the settlement with (1) their immediate family members, (2) their respective accountants or

1 lawyers as necessary for tax purposes; or (3) other Class Members. Thereafter, the Parties will agree
2 to make no comments to the media or otherwise publicize the terms of the settlement. However,
3 Plaintiff's counsel shall be allowed to discuss the Settlement Administration with Class Members and
4 disclose the Settlement to any Court for any matter for the purpose of determining Plaintiff's counsel's
5 adequacy as counsel, or to fulfill their fiduciary duties to Plaintiff and Class Members. Additionally,
6 the instant confidentiality provision shall not preclude the class representative and their counsel from
7 discussing the fact or existence of the settlement with third parties. Plaintiff and Class Counsel agree
8 not to publish any of the terms or conditions of this settlement except as necessary to obtain Court
9 approval,

10 **87. Integrated Agreement.** After this Settlement is signed and delivered by all Parties
11 and their counsel, this Settlement and its exhibits will constitute the entire agreement between the
12 Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties,
13 covenants, or inducements have been made to any Party concerning this Settlement or its exhibits
14 other than the representations, warranties, covenants, and inducements expressly stated in this
15 Settlement and its exhibits.

16 **88. Attorney Authorization.** Class Counsel and Defense Counsel warrant and represent
17 that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action
18 required or permitted to be taken by such Parties pursuant to this Settlement to effectuate its terms,
19 and to execute any other documents required to effectuate the terms of this Settlement. The Parties
20 and their counsel will cooperate with each other and use their best efforts to affect the implementation
21 of the Settlement. In the event, the Parties are unable to reach agreement on the form or content of
22 any document needed to implement the Settlement, or on any supplemental provisions that may
23 become necessary to effectuate the terms of this Settlement, the Parties will seek the assistance of
24 mediator, Steve Rottman, Esq., and if no resolution is reached the Superior Court, and in all cases, all
25 such documents, supplemental provisions, and assistance of the court will be consistent with this
26 Settlement.

27 **89. Modification of Agreement.** This Agreement, and any and all parts of it, may be
28 amended, modified, changed, or waived only by an express written instrument signed by all Parties,

1 their successors-in-interest, and/or the Parties' respective counsel, as authorized.

2 90. **Settlement Binding on Successors.** This Settlement Agreement will be binding upon
3 and inure to the benefit of, the successors of each of the Parties.

4 91. **Applicable Law.** All terms and conditions of this Settlement and its exhibits will be
5 governed by and interpreted according to the laws of the State of California, without giving effect to
6 any conflict of law principles or choice of law principles.

7 92. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation
8 of this Settlement. This Settlement will not be construed against any Party on the basis that the Party
9 was the drafter or participated in the drafting.

10 93. **Fair Settlement.** The Parties and their respective counsel believe and warrant that
11 this Settlement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at
12 this Settlement through arms-length negotiations, taking into account all relevant factors, current and
13 potential.

14 94. **Headings.** The descriptive heading of any section or paragraph of this Settlement is
15 inserted for convenience of reference only and does not constitute a part of this Settlement.

16 95. **Notice.** All notices, demands, or other communications given under this Settlement
17 will be in writing and deemed to have been duly given as of the third business day after mailing by
18 U.S. Mail, addressed as follows:

19 *To Class Counsel:*

MOON & YANG, APC
Kane Moon (SBN 249834)
Allen Feghali (SBN 301080)
Brett Gunther (SBN 306448)
Sohyun "Julie" Oh (SBN 341157)
1055 W. Seventh St., Suite 1880
Los Angeles, California 90017

23 *To Defense Counsel:*

Richard D. Marca, State Bar #127365
Christopher S. Milligan, State Bar #211532
VARNER & BRANDT LLP
3750 University Ave., Ste. 610
Riverside, California 92501

26 96. **No Assignments.** The Parties and their respective counsel represent covenant and
27
28

1 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to
2 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
3 action, cause of action or rights herein released and discharged except as set forth herein, and that
4 they are not on notice of any liens as to the Gross Settlement Amount or any right to attorneys' fees
5 or costs.

6 97. **Binding on Assigns:** This Settlement shall be binding upon and inure to the benefit of
7 the Parties hereto and their respective heirs, trustees, executors, administrators, successors, and
8 assigns.

9 98. **Class Counsel Signatories.** It is agreed that because the members of the Class are so
10 numerous, it is impossible or impractical to have each member of the Class execute this Settlement.
11 The Notice will advise all Class Members of the binding nature of the Released Claims and Released
12 PAGA Claims, and the release shall have the same force and effect as if this Settlement were executed
13 by each member of the Class.

14 99. **Execution in Counterpart.** This Settlement may be executed in one or more
15 counterparts. All executed counterparts and each of them will be deemed to be one and the same
16 instrument provided that counsel for the Parties will exchange between themselves original signed
17 counterparts. Facsimile signatures scanned PDF signatures, and electronic signatures will be
18 presumptive evidence of execution of the original, which shall be produced on reasonable request.
19 Any executed counterpart will be admissible to prove the existence and contents of this Settlement.

20 100. **Final Approval.** The Parties agree that, upon final approval of the Settlement, final
21 judgment of this Action will be made and entered in its entirety at or following the final approval
22 hearing. The final judgment may be included in the Order granting Final Approval of the Settlement.

23 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint
24 Stipulation of Class Action Settlement and Release of Claims between Plaintiff and Defendant as set forth
25 below:

26 IT IS SO STIPULATED.
27
28

1 DATED: 1/11/2023

RHINA MENDOZA DE VIELMA

DocuSigned by:
Rhina Mendoza De Vielma
1EFC7371D16C40B...

5 DATED: _____

MODULAR METAL FABRICATORS, INC.

7 By: _____

8 Its: _____

10 DATED: 1/11/2023

MOON & YANG, APC

11 By: _____

Kane Moon, Esq.
Allen Feghali, Esq.
Brett Gunther, Esq.
Julie Oh, Esq.
Attorneys for Plaintiff
RHINA MENDOZA DE VIELMA

16 DATED: _____

VARNER & BRANDT, LLP

17 By: _____

Richard D. Marca, Esq.
Christopher S. Milligan, Esq.
Attorneys for Defendant
MODULAR METAL FABRICATORS, INC.

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DATED: _____

RHINA MENDOZA DE VIELMA

DATED: 01/02/23

MODULAR METAL FABRICATORS, INC.

By:  _____

Its: President

DATED: _____

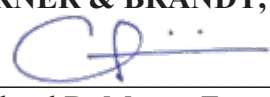
MOON & YANG, APC

By: _____

Kane Moon, Esq.
Allen Feghali, Esq.
Brett Gunther, Esq.
Julie Oh, Esq.
Attorneys for Plaintiff
RHINA MENDOZA DE VIELMA

DATED: 1/11/2023

VARNER & BRANDT, LLP

By:  _____

Richard D. Marca, Esq.
Christopher S. Milligan, Esq.
Attorneys for Defendant
MODULAR METAL FABRICATORS, INC.

EXHIBIT A

|||||

<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Name/Address Changes (if any):

NOTICE OF CLASS ACTION SETTLEMENT

If you are or were a non-exempt, hourly California employee of Modular Metal Fabricators, Inc. at any time between November 17, 2016 to **[the date of preliminary approval]**, you may be able entitled to receive money from a Class Action Settlement.

A court approved this notice. This is not a solicitation from a lawyer. You are not being sued.

PLEASE READ THIS NOTICE.

Your legal rights are affected whether you act or don't act. Your legal rights and options—and the deadlines to use them—are explained in this notice.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE SETTLEMENT PAYMENT	You are not required to take action to receive a payment. If you do nothing, you will automatically receive a payment from the Settlement if the Court finally approves the Settlement. In exchange, you will be bound by the Settlement including the release of all claims covered by the Settlement.
REQUEST EXCLUSION	Request to be excluded and receive no benefits from the Settlement. If you submit a Request for Exclusion, you will not receive a settlement payment. However, if you are a PAGA Group Member, as defined below, you cannot opt-out of the PAGA Payment.
OBJECT	If you wish to object to the Settlement, you may submit a written objection and supporting papers to the Settlement Administrator. Any written objections will be provided to the Court. In order to object, you must not have excluded yourself from the Settlement.

1. Why should you read this Notice?

A proposed settlement (the "Settlement") has been reached in a class action lawsuit entitled *De Vielma v. Modular Metal Fabricators, Inc.* in the Superior Court of the County of Riverside, Case No. CVRI2000226 (the "Action" or "Lawsuit"). The Defendant in the Action is Modular Metal Fabricators, Inc. (referred to in this Notice as "Defendant.")

The Court has granted preliminary approval of a “Settlement Class” defined as follows:

All persons employed in the State of California as hourly, non-exempt employees by Modular Metal Fabricators, Inc. at any time between November 17, 2017 to [the date of preliminary approval].

The Court has also granted preliminary approval of a “PAGA Group” defined as follows:

All persons employed in the State of California as hourly, non-exempt employees by Modular Metal Fabricators, Inc. at any time between November 17, 2019 to July 19, 2022.

“Non-exempt” means an individual who is not exempt from the overtime provisions of the California Labor Code or applicable Industrial Welfare Commission Orders, and therefore is entitled to overtime pay for all hours worked beyond 40 in a workweek and eight hours in a workday as well as all the benefits under the California Labor Code.

Defendant’s employment records indicate that you meet one or both of these definitions, which makes you a member of the Settlement Class (referred to in this Notice as a “Class Member”) and possibly a member of the PAGA Group (referred to in this Notice as a “PAGA Group Member”). The Court directed that this Notice be sent to all Class Members and PAGA Group Members to inform you about the case and your rights and options before the Court decides to approve the Settlement. If the Court approves the Settlement, and after any appeals are resolved, payments will be made to all Class Members who have not opted out of the Settlement and all PAGA Group Members.

This Notice explains the Lawsuit, the Settlement, your legal rights and options, what benefits are available and how to get them.

2. What is this Lawsuit about?

On November 17, 2020, Plaintiff Rhina Mendoza De Vielma filed a class action complaint against Defendant alleging several violations of California wage and hour laws. Plaintiff filed the Action on behalf of herself and on behalf of all current and former non-exempt, hourly employees. Plaintiff amended the class action complaint (referred to in this notice as the “Operative Complaint”) on July 2, 2021. In the Operative Complaint, Plaintiff alleges that Defendant committed the following violations: (1) Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194. 2, and 1197]; (2) Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198]; (3) Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512]; (4) Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226. 7]; (5) Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802]; (6) Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201- 203]; (7) Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; (8) Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, *et seq.*]; and a cause of action for Civil Penalties Under PAGA [Cal. Lab. Code § 2699, *et seq.*]. Defendant vigorously denies all the claims and contentions made in the Action and Operative Complaint and maintains it has fully complied with the law. However, Defendant has agreed to settle the Lawsuit to avoid the expense of litigation.

3. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or Defendant. Instead, both sides agreed to a Settlement. This allows the Parties to avoid the risk and uncertainty of trial and any subsequent appeal, and all affected employees who

have not opted out of the Settlement will receive compensation. The Settlement is not an admission of liability by Defendant. Plaintiff and the attorneys believe the Settlement is fair, reasonable and adequate, and in the best interests of all Class Members.

The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the final hearing.

4. What are the terms of the Settlement?

Defendant will pay Six Hundred and Seventy-Eight Thousand and Ninety Dollars and Zero Cents (\$678,090.00) to settle the Action (the “Maximum Settlement Amount”). The Maximum Settlement Amount includes: (a) all Settlement Payments to Participating Class Members; (b) the Service Award to Plaintiff (“the Class Representative”); (c) the Class Counsel’s attorneys’ fees and costs; (d) a payment to the California Labor and Workforce Development Agency for civil penalties brought under PAGA; (e) all PAGA Payments to the PAGA Group Members; and (f) the reasonable fees and costs of the Settlement Administrator. Defendant will pay their portion of all payroll taxes resulting from the Settlement in addition to the Maximum Settlement Amount.

The Court has preliminarily approved the following payments from the Maximum Settlement Amount. Class Counsel will request that the Court award Class Counsel up to one-third (1/3) of the Maximum Settlement Amount (currently estimated to be Two Hundred Twenty-Six Thousand and Thirty Dollars (\$226,030.00) in attorneys’ fees and up to Eighteen Thousand Dollars and Zero Cents (\$18,000.00) in out-of-pocket litigation costs, up to Twenty Thousand Dollars and Zero Cents (\$20,000.00) for Settlement Administration Costs for the third-party Settlement Administrator, and up to Seven Thousand, Five Hundred Dollars and Zero Cents (\$7,500.00) for the Service Award for the Class and PAGA Representative in recognition of his time and service to the Class in pursuing the Action and in fulfilling his obligations as the Class and PAGA Representative. Additionally, the Settlement provides for a payment of Thirty Thousand Dollars and Zero Cents (\$30,000.00) (the “LWDA Payment”) to resolve claims under PAGA, of which Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) will be distributed to the PAGA Group Members and Twenty-Two Thousand and Five Hundred Dollars and Zero Cents (\$22,500.00) will be paid to the California Labor and Workforce Development Agency (“LWDA”). This allocation of the PAGA Payment is required by California law. The final amounts of these various payments are all subject to Court approval.

After deductions of the preceding Court-approved payments, the remaining amount—the “Net Settlement Amount”—will be distributed to those Class Members who have not opted out of the Settlement (the “Participating Class Members”). No portion of the Maximum Settlement Amount will be returned to Defendant.

5. How much can I expect to receive?

Each Participating Class Member will receive a *pro rata* share of the Net Settlement Amount based on the number of workweeks the person worked for Modular Metal Fabricators, Inc. as a non-exempt, hourly employee during the Class Period, defined as the period of time from November 17, 2016 to [the date of preliminary approval]. Any workweek in which a Class Member worked at least one day shall be counted as a workweek.

To calculate a Class Member’s Individual Settlement Payment, the Net Settlement Amount will be divided by the aggregate total number of workweeks of all Participating Class Members, resulting in the “Workweek Value.” Each Participating Class Member’s Individual Settlement Payment will be calculated by multiplying each individual Participating Class Member’s total number of workweeks by the Workweek Value.

Your Compensable Workweeks are: <<Workweeks>>

Your Estimated Individual Settlement Payment is: \$<<Est.SettlementAmt>>

All settlement payments are subject to taxation. Each Individual Settlement Payment will be allocated as follows: (a) 20% as wages that will be subject to deductions and withholdings for the employee's share of state and federal payroll taxes; and (b) 80% as penalties and interest that will not be subject to deductions and withholdings. Each Participating Class Member will receive an IRS Form W-2 with respect to the portion of the Settlement Payment allocated to wages and an IRS Form-1099 with respect to the portion of the Settlement Payment allocated to penalties and interest, unless said payment is less than or equal to \$600.00. Prior to mailing Settlement checks, the Settlement Administrator will calculate and deduct the employee's required withholdings and payroll taxes from the "wage" portion of the Settlement payment. Defendant will separately pay the employer's share of payroll taxes with respect to the "wage" portion of each Settlement payment.

Please note that each Participating Class Member will be responsible for his/her share of taxes attributable to the receipt of an Individual Settlement Payment. The Parties and their attorneys cannot provide and will not provide any advice regarding tax obligations. Class Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

Each PAGA Group Member will receive a *pro rata* share of the PAGA Payment based on the number of pay periods the person worked for Modular Metal Fabricators, Inc. as a non-exempt, hourly employee during the PAGA Period, defined as the period of time from November 17, 2019, to July 19, 2022. Any pay period in which a PAGA Group Member worked at least one day shall be counted as a pay period.

To calculate a PAGA Group Member's Individual PAGA Payment, the PAGA Payment will be divided by the aggregate total number of pay periods of all PAGA Group Members, resulting in the "Pay Period Value." Each PAGA Group Member's Individual Settlement Payment will be calculated by multiplying each individual PAGA Group Member's total number of pay periods by the Pay Period Value.

Your Compensable Pay Periods are: <<PayPeriods>>

Your Estimated Individual PAGA Payment is: \$<<Est.PAGAPaymentAmt>>

All settlement payments are subject to taxation. Each Individual PAGA Payment will be allocated as follows: 100% as penalties that will not be subject to deductions and withholdings. Each PAGA Group Member will receive an IRS Form-1099 for his or her Individual PAGA Payment, unless said payment is less than or equal to \$600.00.

Please note that each PAGA Group Member will be responsible for his/her taxes attributable to the receipt of an Individual PAGA Payment. The Parties and their attorneys cannot provide and will not provide any advice regarding tax obligations. PAGA Group Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

6. What if I disagree with the number of workweeks and/or pay periods credited to me in this Notice?

The information concerning the number of workweeks and/or pay periods you worked as an hourly, non-exempt employee during the Class Period and/or PAGA Period is based on Defendant's records. To dispute this number of workweeks and/or pay periods credited to you, you must send written notice to the Settlement Administrator.

To be valid, your written dispute of weeks worked must: (1) include your full name, address, telephone number, and last four digits of the Social Security number; and (2) be accompanied by satisfactory evidence of the actual weeks worked as an hourly, non-exempt employee for Defendant during the Class Period and/or PAGA Period, including any supporting documentation (e.g., copies of your pay stubs). To be timely, your written dispute of workweeks and/or pay periods worked must be mailed by first-class U.S. Mail, or the equivalent, to the Settlement Administrator *at the address provided below*, and be postmarked on or before [REDACTED], 2023.

The Parties and the Settlement Administrator will promptly evaluate the evidence submitted and discuss in good faith how many workweeks and/or pay periods should be credited to the Class Member and/or PAGA Group Member. The Settlement Administrator will make the final decision as to how many workweeks and/or pay periods should be credited to the Class Member and/or PAGA Group Member and report the outcome to the Class Member and/or PAGA Group Member.

7. How and when will I get a payment? How do I update my address?

How do I receive money from the Settlement? You do not need to do anything to receive your Individual Settlement Payment and/or Individual PAGA Payment. Just watch your mail for a check and cash it when you get it. If you do not exclude yourself from the Settlement, you will automatically receive money from the Settlement. You do not need to make a claim or take any other action to receive your share of the Settlement.

When will I receive my Settlement payment? Class Members who do not opt out of the Settlement will receive their payments only after the Court grants final approval to the Settlement and after any appeals are resolved. PAGA Group Members will receive their payments only after the Court grants final approval to the Settlement and after any appeals are resolved. If there are appeals, resolving them can take time. Please be patient.

Settlement payment checks must be cashed soon after receipt. The Settlement checks will be able to be cashed for 180 days after they are issued. After 180 days, the Settlement checks will no longer be able to be cashed. Any funds represented by Settlement checks remaining uncashed for more than 180 days after issuance shall be transmitted to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure Sections 1500 - 1582, in the names of those Participating Class Members and/or PAGA Group Members who did not cash their checks until such time they claim their property.

Change of address. It is your responsibility to keep a current address on file with the Settlement Administrator to ensure that you receive your Settlement payment. If you change your address, or if this notice was not mailed to your correct address, you should immediately provide your current address to the Settlement Administrator. The Settlement Administrator can be reached at (xxx) xxx-xxxx, or at the address provided below.

8. What claims are being released by the Settlement?

If the Settlement is approved by the Court, a Judgment will be entered by the Court. Upon the Effective Date of the Judgment, all Participating Class Members shall release the Released Parties from the Released Claims for the Class Period, which is defined as the period of time between November 17, 2016, to [the date of preliminary approval].

The Released Claims are defined as all causes of action and claims that were alleged in the Action or reasonably could have been alleged based on the facts and legal theories contained in the Action, including all of the following claims for relief from November 17, 2016, to [the date of preliminary approval], including, but not limited to,

claims pursuant to *Labor Code* sections, 201, 202, 203, 204, 210, 226(a), 226.2, 226.3, 226.7, 510, 512, 1174(d), 1182.5, 1194, 1194.2, 1197, 1197.1, 2800, 2802, 2810.5, 2699, *et seq.* and the Industrial Welfare Commission Wage Orders, and also any claim for unpaid wages, including under any theory of rounding, unpaid minimum wage, off-the-clock work, meal and rest period violations, waiting time penalties, itemized wage statement penalties, expense reimbursements, safety equipment reimbursements, wages for unpaid time, other related wages, restitution, disgorgement, civil or statutory penalties, attorneys' fees, and/or costs and all claims under the Private Attorneys General Act of 2004, under the Unfair Competition Law, *Business & Professions Code* section 17200, *et seq.*, and/or which are alleged in the Lawsuit within the Class Period as well as claims for Civil Penalties pursuant to the Private Attorney's General Act of 2004, *Labor Code* §§ 2698, *et seq.* The Class Released Claims only covers the time period of November 17, 2016, to [the date of preliminary approval].

Other than for Plaintiff, claims of Participating Class Members, if any, for vested benefits, wrongful termination, unemployment insurance, disability benefits, social security, workers' compensation, claims while classified as exempt, and claims outside of the Class Period are not encompassed within the definition of "Class Released Claims."

Any Class Member who does not request exclusion by the applicable deadline will be considered to have accepted the release and to have waived any and all of the Released Claims against the Released Parties.

If the Settlement is approved by the Court, a Judgment will be entered by the Court. Upon the Effective Date of the Judgment, Plaintiff and the LWDA shall release the Released Parties from the PAGA Released Claims for the PAGA Period, which is defined as the period of time between November 17, 2019 to July 19, 2022.

The PAGA Released Claims are defined as all for claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 arising from November 17, 2019 to July 19, 2022 that were alleged in Plaintiff's LWDA Exhaustion Letter or to the extent alleged in Plaintiff's First Amended Complaint, including, but not limited to the following claims for relief: (1) Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194. 2, and 1197]; (2) Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198]; (3) Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512]; (4) Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226. 7]; (5) Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802]; (6) Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201- 203]; (7) Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; (8) Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, *et seq.*] and (9). Civil Penalties pursuant to the Private Attorney's General Act of 2004. (collectively, the "PAGA Released Claims"). The PAGA Released Claims only covers the time period of November 17, 2019, to July 19, 2022.

PAGA Group Members cannot opt out of or object to the foregoing PAGA Released Claims.

Released Parties for both the Class and PAGA Released Claims include Defendant Modular Metal Fabricators, Inc. and its past, present, and/or future, officers, directors, employees and agents

9. What are my options?

a. **Participate in the Settlement and Receive a Settlement Payment.** If you want to participate in the Settlement, you do not have to do anything. You will receive your Individual Settlement Payment automatically if the Settlement is finally approved by the Court. If applicable, you will receive your Individual PAGA Payment automatically if the Settlement is finally approved by the Court.

b. **Exclude yourself from the Settlement.** If you do not want to be part of the Settlement, you can request to be excluded from the Settlement completing the enclosed Request for Exclusion Form and mailing it to the Settlement Administrator. If you exclude yourself, you will not receive your Individual Settlement Payment, you will not be subject to the terms of the Settlement, and you will retain whatever rights you may currently have. To be valid, your Request for Exclusion Form must include your signature and must be timely. You may use the Request for Exclusion Form, which is attached hereto as Exhibit A, to exclude yourself. If you elect to exclude yourself, but do not use the included form, your request for exclusion must: (1) include your full name, address, and last four digits of the Social Security number; (2) your approximate dates of employment with Defendant; and (3) a clear statement that you wish to be excluded from the Settlement in *Rhina Mendoza De Vielma v. Modular Metal Fabricators, Inc.*, Superior Court of the County of Riverside, Case No. CVRI2000226. To be timely, a Request for Exclusion must be mailed by first-class U.S. Mail, or the equivalent, to the Settlement Administrator at the address provided below and be postmarked on or before [REDACTED], 2023.

If applicable, you may not exclude yourself from the PAGA Group and you will receive your PAGA Payment even if you request exclusion.

c. **Object to the Settlement.** If you're a Class Member, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve the Settlement. The Court will consider your views. If the Court rejects your objection and finally approves the Settlement, you will still be bound by the terms of the Settlement, but you will also receive a monetary award.

To object, you may submit a written objection stating why you object to the Settlement using the included Objection Form, or you may simply appear at the Final Approval Hearing set for [REDACTED], 2023 at [REDACTED] a.m. in the Riverside County Superior Court and discuss your objection with the Court and the Parties at your own expense. Written objections must include: (i) your full name, current address, and last four digits of the Social Security number; (ii) the approximate dates of your employment at Defendants; (iii) the case name and number (*Rhina Mendoza De Vielma v. Modular Metal Fabricators, Inc.*, Superior Court of the County of Riverside, Case No. CVRI2000226); (iii) a written statement of all grounds for the objection accompanied by any legal support for such objection; and (iv) copies of any papers, briefs, or other documents on which the objection is based, if any; (v) your signature. You may use the Objection Form, which is attached hereto as Exhibit B, to object. To be timely, a written objection must be mailed by first-class U.S. Mail to the Settlement Administrator at the address provided below and be postmarked on or before [REDACTED], 2022.

Please note that you cannot both exclude yourself and object to the Settlement. In order for you to object to this Settlement, or any term of it, you may not submit a Request for Exclusion.

10. Who are the attorneys representing Plaintiff and the Settlement Class?

The Court has appointed the following lawyers as "Class Counsel" to represent all Class Members:

MOON & YANG, APC
Kane Moon (SBN 249834)
Allen Feghali (SBN 301080)
Brett Gunther (SBN 306448)
Sohyun "Julie" Oh (SBN 341157)
1055 W. Seventh St., Suite 1880
Los Angeles, California 90017

You will not be charged for these lawyers.

11. How will the attorneys for the Settlement Class be paid?

All payments for Class Counsel's attorneys' fees and costs will be made from the Maximum Settlement Amount. Class Counsel intends to request an award of attorneys' fees up to one-third (1/3) of the Maximum Settlement Amount (currently estimated to be Two Hundred Twenty-Six Thousand and Thirty Dollars (\$226,030.00)), plus reimbursement of reasonable, actual out-of-pocket costs incurred in the litigation, up to Eighteen Thousand Dollars and Zero Cents (\$18,000.00). Class Counsel has been prosecuting this Action on behalf of Plaintiff and the Settlement Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs. The Court will decide the amount of fees and expenses to award at the Final Approval Hearing.

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

The Court has preliminarily approved the Settlement and will hold a hearing, called a Final Approval Hearing, to decide whether to give Final Approval to the Settlement. The Court will hold the Final Approval Hearing on _____, 2023, at _____ a.m., in Department S-302 of the Riverside County Superior Court located at 30755-D Auld Road, Murrieta, California 92563, before the Honorable Angel M. Bermudez. At the Final Approval Hearing, the Court will rule on Class Counsel's request for attorneys' fees and litigation costs, the Class Representative Service Award, and the Settlement Administration Costs.

You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing. If you did not submit a Request for Exclusion, you or your attorney may appear at the hearing at your own expense and request to be heard. The Final Approval Hearing may be postponed without further notice.

13. Will I be subject to discipline if I participate in the Settlement?

No. Defendant approves the Settlement and will not retaliate in any way against any Class Member for participating in the Settlement. Your decision to participate, not participate, or object to this Settlement will not affect your employment with Modular Metal Fabricators, Inc. or its treatment of you as a former employee.

14. What is the Settlement Administrator's address?

Any Request for Exclusion, Notice of Objection, address change request, and all other correspondence intended for the Settlement Administrator must be mailed to the Settlement Administrator at the following address:

De Vielma v. Modular Metal Fabricators, Inc.
c/o IYLM Group, Inc. Settlement Administrators
14771 Plaza Dr., Ste. L
Tustin, California 92780

15. How Can I Get Additional Information?

If you have questions, you can call the Settlement Administrator at (800) XXX-XXXX and/or Class Counsel at (213) 232-3128. For the precise terms and conditions of the settlement, you may review the detailed "Joint Stipulation of Class Settlement and Release of Claims" which is available for viewing online, free of charge, at

the Settlement Administrator's website: [WEBSITE URL]. The pleadings and other court records in the lawsuit are available online, free of charge, at [Settlement Administrator WEBSITE URL]. The records may also can be examined, free of charge, in person at any time during regular business hours at the Clerk's Office of the Superior Court of California, County of Riverside, 4050 Main Street, Riverside, California 92101, or online at <https://www.riverside.courts.ca.gov/OnlineServices/SearchCourtRecords/public-access.php>; or you may contact the Settlement Administrator at Tel: (XXX) XXX-XXX. To view the "Joint Stipulation of Class Settlement and Release of Claims" from the Court's website, it must be purchased and is available for purchase as part of the Declaration of Kane Moon, Exhibit 1, filed on [filing date]. Additionally, if you would like copies of the Settlement documents, you can contact Class Counsel, whose contact information is above, and they will provide you with a copy via e-mail free of charge.

PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANT'S MANAGERS, SUPERVISORS,
OR ATTORNEYS ABOUT THIS SETTLEMENT
They will not be able to assist you.

EXHIBIT B

Rhina Mendoza De Vielma v. Modular Metal Fabricators, Inc.
Riverside County Superior Court Case No. CVR12000226



<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Last 4 digits of SSN

Name/Address Changes (if any):

REQUEST FOR EXCLUSION FORM

You are receiving this form because you may be entitled to receive money from a Class Action Settlement.

Use and return this form only if you wish to be excluded from the Class and do not wish to receive a settlement payment. If you exclude yourself from the Class by signing and returning this form, you will not receive your Individual Settlement Payment, you will not be subject to the terms of the Settlement, and you will retain whatever rights you may currently have.

If you wish to remain in the Class and receive a settlement payment, you may disregard this form. You do not need to do anything, and you will receive a check by U.S. Mail.

To be valid, your Exclusion Request Form must be signed by you, returned to the Settlement Administrator at the address provided below, and be postmarked on or before XXXX-XXXX, ____.

I HEREBY CONFIRM THAT I HAVE RECEIVED NOTICE OF THE PROPOSED SETTLEMENT IN THE *De Vielma v. Modular Metal* ACTION AND WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS. I UNDERSTAND THAT I WILL NOT RECEIVE A SETTLEMENT PAYMENT OR OTHER SETTLEMENT BENEFITS AND WILL NOT BE BOUND BY THE CLASS SETTLEMENT INCLUDING THE RELEASE OF CLASS CLAIMS. HOWEVER, I WILL STILL RECEIVE MY PAGA PAYMENT AND BE SUBJECT TO THE PAGA RELEASE AND OTHER SETTLEMENT TERMS APPLICABLE TO PAGA

Dated: _____

Signature: _____

What is the Settlement Administrator's address?

De Vielama v. Modular Metal Fabricators, Inc.
c/o IYLM Group, Inc. Settlement Administrators
14771 Plaza Dr., Ste. L
Tustin, California 92780
(800) XXX-XXXX

Page 1 of 1

Request for Exclusion Form

Questions? Please call the Settlement Administrator at 1-800-XXX-XXXX

EXHIBIT C

Rhina Mendoza De Vielma v. Modular Metal Fabricators, Inc.
Riverside County Superior Court Case No. CVR12000226

|||||

<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Last 4 digits of SSN

Name/Address Changes (if any):

OBJECTION FORM

You are receiving this form because you may be entitled to receive money from a Class Action Settlement.

Use and return this form only if you wish to object to the settlement. If your objection is rejected by the Court, you will receive your Individual Settlement Payment, you will be subject to the terms of the Settlement, and you will release claims as set forth in the Settlement and Notice.

To be valid, your Objection Form must be signed by you, and returned to the Settlement Administrator at the address provided below and be postmarked on or before XXXX-XXXX, ____.

I object to the settlement in *De Vielma v. Modular Metal* because

Dated: _____

Signature: _____

What is the Settlement Administrator's address?

De Vielama v. Modular Metal Fabricators, Inc.
c/o IYLM Group, Inc. Settlement Administrators
14771 Plaza Drive, Suite "L"
Tustin, California 92780
(800) XXX-XXXX