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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

OFELIA ALBERTO, individually, and on
behalf of others similarly situated,

Plaintiff,

vs.

MEGGITT (ORANGE COUNTY), INC., a
corporation; MEGGITT (SIMI VALLEY),
INC., a corporation; MEGGITT (NORTH
HOLLYWOOD), INC., a corporation;
MEGGITT-USA, INC.; a corporation;
MEGGITT HOLDINGS (USA), INC., a
corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 21STCV07136

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

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

2 This Joint Stipulation of Class Action Settlement and Release (“Settlement” or “Settlement
3 Agreement”) is made and entered into by and between Plaintiff Ofelia Alberto (“Plaintiff” or “Class
4 Representative”), as an individual and on behalf of all others similarly situated, and Meggitt (Orange
5 County), Inc., Meggitt (North Hollywood), Inc., Meggitt-USA, Inc., and Meggitt Holdings (USA), Inc.)
6 (“Defendants”) (collectively with Plaintiff, the “Parties”).

7 **DEFINITIONS**

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

10 1. “Action” means the civil action filed in the Superior Court of the State of California for
11 the County of Los Angeles, entitled *Ofelia Alberto v. Meggitt (Orange County), Inc., et al.*, Case No.
12 21STCV07136, filed on February 23, 2021.

13 2. “Attorneys’ Fees and Costs” means attorneys’ fees sought by Class Counsel and
14 approved by the Court for Class Counsel’s litigation and resolution of the Action, and all out-of-pocket
15 costs incurred and to be incurred by Class Counsel in the Action, including but not limited to expert fees
16 and expenses, postage, telephone, and photocopying charges, costs associated with documenting the
17 Settlement, providing any notices required as part of the Settlement or Court order regarding the
18 Settlement, securing the Court’s approval of the Settlement, administering the Settlement, and obtaining
19 entry of a Judgment terminating the Action. Class Counsel will request attorneys’ fees not in excess of
20 one-third (1/3) of the Gross Settlement Amount, or One Hundred Eighty-Three Thousand Three
21 Hundred Thirty-Three Dollars and 33 Cents (\$183,333.33). The Attorneys’ Fees and Costs will also
22 mean and include the additional reimbursement of any costs and expenses associated with Class
23 Counsel’s litigation and settlement of the Action, up to Thirty-Four Thousand Dollars (\$34,000), subject
24 to the Court’s approval. Defendants have agreed not to oppose Class Counsel’s request for fees and
25 reimbursement of costs as set forth above.

26 3. “Class Counsel” means Matern Law Group, PC.

27 4. “Class List” means a complete list of all Class Members that Defendants will diligently
28 and in good faith compile from their records and provide to the Settlement Administrator and to Class

1 Counsel within forty (40) calendar days after Preliminary Approval of this Settlement. The Class List
2 will be formatted in Microsoft Office Excel and will include each Class Member's full name; most
3 recent mailing address and telephone number; Social Security number; dates of employment; the
4 respective number of Workweeks that each Class Member worked during the Class Period; and any
5 other relevant information needed to calculate settlement payments.

6 5. "Class Member(s)" or "Settlement Class" means all persons who are or were employed
7 by Defendant MEGGITT (ORANGE COUNTY), INC. in California as a non-exempt employee at any
8 time during the Class Period. Neither Class Member(s) nor the Settlement Class shall include employees
9 of any other defendant named in the Action.

10 6. "Class Period" means the period from February 23, 2017 through September 5, 2023.

11 7. "Class Representative Service Award" means the amount awarded to Plaintiff in
12 recognition of her effort and work in prosecuting the Action on behalf of Class Members, and paid by
13 Defendants in exchange for her general release of claims. Subject to the Court granting final approval of
14 this Settlement Agreement and subject to the exhaustion of any and all appeals, Plaintiff will request
15 Court approval of a Class Representative Service Award of Ten Thousand Dollars (\$10,000).

16 8. "Gross Settlement Amount" means the Gross Settlement Amount of Five Hundred Fifty
17 Thousand Dollars (\$550,000) to be paid by Defendants in full satisfaction of all Released Class Claims
18 of all Participating Class Members and all Released PAGA Claims, inclusive of all Individual Settlement
19 Payments to Participating Class Members, Attorneys' Fees and Costs, the Class Representative Service
20 Award, the Labor and Workforce Development Agency Payment, the Individual PAGA Payments,
21 Settlement Administration Costs to the Settlement Administrator, and other payments, fees,
22 disbursements, costs, taxes, or expenses of any kind, except that Defendants shall also pay the
23 Employer's Payroll Taxes. For clarity, the Gross Settlement Amount shall include the employee's share
24 of payroll taxes, but not the Employer's Payroll Taxes. In no event will Defendants be liable for more
25 than the Gross Settlement Amount except as otherwise explicitly set forth herein.

26 9. "Court" means the Los Angeles County Superior Court.

27 10. "Defendants" means Defendant Meggitt (Orange County), Inc., Meggitt (North
28 Hollywood), Inc., Meggitt-USA, Inc., and Meggitt Holdings (USA), Inc.

- 1 11. “Defense Counsel” means Hogan Lovells US LLP.
- 2 12. “Designated Charity” means Boys & Girls Clubs of Central Orange Coast.
- 3 13. “Employer’s Payroll Taxes” means the employer’s share of California Unemployment
- 4 Insurance tax, California Employment Training Tax, the federal Old Age, Survivors, and Disability
- 5 Insurance tax, the federal Medicare hospital insurance tax, and the Federal Unemployment Tax Act tax
- 6 owed by Defendant on the wage portion of each Individual Settlement Payment.
- 7 14. “Effective Date” means the date by which all of the following have occurred: the Court
- 8 has granted final approval to the Settlement on the terms set forth in this Settlement Agreement and the
- 9 Court’s final approval order and final judgment are binding. For purposes of this Settlement, the final
- 10 approval order and final judgment become binding upon the latter of (i) if no timely objections are filed,
- 11 or are withdrawn prior to final approval, the date upon which the Court enters an order granting final
- 12 approval of the Joint Stipulation of Class Action Settlement and Release; or (ii) if timely objections are
- 13 filed and not withdrawn, then either the final resolution of any appeals timely filed, or the expiration date
- 14 of the time for filing or noticing any such appeals. For purposes of clarity, the Effective Date cannot
- 15 occur, and Defendants will not be obligated to fund this Settlement or pay the Gross Settlement Amount,
- 16 until and unless there is no possibility of an appeal or further proceeding that could potentially prevent
- 17 this Settlement from becoming effective, final and binding.
- 18 15. “Individual PAGA Payment” means each PAGA Class Member’s respective share of
- 19 the PAGA Settlement Amount.
- 20 16. “Individual Settlement Payment” means each Participating Class Member’s respective
- 21 share of the Net Settlement Amount.
- 22 17. “Labor and Workforce Development Agency Payment” means the amount that the
- 23 Parties have agreed to pay to the Labor and Workforce Development Agency (“LWDA”) in connection
- 24 with the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”).
- 25 The Parties have agreed that Thirty-Two Thousand Dollars (\$32,000) of the Gross Settlement Amount
- 26 will be allocated to the resolution of PAGA Class Members’ Released PAGA Claims (“PAGA
- 27 Settlement Amount”). Pursuant to PAGA, Seventy-Five Percent (75%), or Twenty Four Thousand
- 28 Dollars (\$24,000), of the PAGA Settlement Amount will be paid to the LWDA, and Twenty-Five

Percent (25%), or Five Thousand Dollars (\$8,000), of the PAGA Settlement Amount will be paid to PAGA Class Members according to the formula set forth below.

18. “Net Settlement Amount” means the portion of the Gross Settlement Amount remaining after deducting the Attorneys’ Fees and Costs, the Class Representative Service Award, the PAGA Settlement Amount, and Settlement Administration Costs, each as approved and awarded by the Court, from the Gross Settlement Amount. The Net Settlement Amount will be distributed to Participating Class Members. There will be no reversion of the Net Settlement Amount to Defendants.

19. “Notice of Objection” means a Class Member’s valid and timely written objection to the Settlement Agreement. For the Notice of Objection to be valid, it must include: (i) the objector’s full name, signature, address, and telephone number, (ii) a written statement of all grounds for the objection accompanied by any legal support for such objection; (iii) copies of any papers, briefs, or other documents upon which the objection is based; (iv) clearly identify the case name and number of the Action; and (v) be submitted to the Settlement Administrator on or before the Response Deadline.

20. “Notice Packet” means the Notice of Class Action Settlement, substantially in the form attached as Exhibit A to this Settlement Agreement, in English and Spanish, and as approved by the Court.

21. “PAGA Class Members” means all Class Members (regardless of whether they opt out) who worked for Defendant MEGGITT (ORANGE COUNTY), INC. at any time during the PAGA Period.

22. “PAGA Period” means from November 4, 2019 through September 5, 2023.

23. “Parties” means Plaintiff and Defendants collectively.

24. “Participating Class Members” means all Class Members who (1) do not submit timely and valid Requests for Exclusion or (2) before the Preliminary Approval Date, released Defendant MEGGITT (ORANGE COUNTY), INC. from wage and hour claims, including but not limited to wage and hour claims included in a general release of claims, as a result of a settlement reached in any other matter.

25. “Plaintiff” means Plaintiff Ofelia Alberto.

26. “Preliminary Approval” means the Court order granting preliminary approval of the

1 Settlement.

2 27. “Released Class Claims” means any and all claims under the California wage orders
3 (including but not limited to Wage Orders 1, 4 and 10 of the Industrial Welfare Commission (8 Cal.
4 Code Regs. Sections 11010, et seq.)), California Labor Code, , including but not limited to Labor Code
5 §§ 201, 202, 203, 204, 218.6, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1175, 1194, 1197.1,
6 1198, 1199, 2802 - 2804, California Business & Professions Code (including but not limited to Business
7 & Professions Code section 17200), California Code of Civil Procedure, California Civil Code, as well
8 as any and all claims, rights, demands, liabilities, obligations, guarantees, penalties, costs, expenses,
9 attorney’s fees, damages, liquidated damages, actions or causes of action, of whatever kind or nature,
10 whether known or unknown, contingent or accrued, during the Class Period, arising from the allegations
11 asserted in the Action, or which could have been asserted in the Action based on the facts and claims
12 asserted in the pleadings or Plaintiff’s PAGA letters, including: (i) all claims for meal and/rest break
13 violations; (ii) all claims for unpaid overtime; (ii) all claims for unreimbursed business expenses; (iv) all
14 claims for the failure to timely pay wages upon termination; (v) all claims for the failure to timely pay
15 wages during employment; (vi) all claims for wage statement violations and failure to maintain
16 employment records; (vii) all claims for failure to produce employment records; and (ix) any and all
17 claims asserted through or under California Business & Professions Code §§ 17200, *et seq.* based on the
18 preceding claims. The Released Class Claims do not include any claims under PAGA.

19 28. “Released PAGA Claims” means all claims for civil penalties under PAGA arising
20 during the PAGA Period alleged in, or which could have been asserted based on the facts, circumstances,
21 or claims asserted in, the Action or Plaintiff’s PAGA letter.

22 29. “Released Parties” means Defendants and each of its past or present successors and
23 predecessors in interest, subsidiaries, affiliates, parents (including but not limited to Parker-Hannifin
24 Corporation), employees, insurers, agents, consultants, legal representatives, and other related entities,
25 and each of their past, present, and future officers, directors, shareholders, members, managers, owners,
26 employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and
27 reinsurers, underwriters, and attorneys.

28 30. “Request for Exclusion” means a valid and timely letter submitted by a Class Member

1 indicating a request for that Class Member to be excluded from the Settlement. The Request for
2 Exclusion must: (i) set forth the name, address, and telephone number of the Class Member requesting
3 exclusion; (ii) be signed by the Class Member; (iii) be returned to the Settlement Administrator; (iv)
4 clearly state that the Class Member does not wish to be included in the Settlement; and (v) be faxed or
5 postmarked to the Settlement Administrator on or before the Response Deadline.

6 31. "Response Deadline" means the deadline by which Class Members must postmark or
7 fax to the Settlement Administrator Requests for Exclusion, or postmark Notices of Objection to the
8 Settlement Administrator. The Response Deadline will be forty-five (45) calendar days from the initial
9 mailing of the Notice Packet by the Settlement Administrator, unless the forty-fifth (45th) calendar day
10 falls on a Sunday or State holiday, in which case the Response Deadline will be extended to the next day
11 on which the U.S. Postal Service is open.

12 32. "Settlement Administration Costs" means the costs approved by the Court and payable
13 from the Gross Settlement Amount to the Settlement Administrator for the costs of administering this
14 Settlement, including, but not limited to, opening, maintaining, and closing the Qualified Settlement
15 Fund, printing, distributing, processing, and tracking documents for this Settlement including the Notice
16 Packet, Requests for Exclusion, and Notices of Objection, tax reporting, notices, and filings, calculating
17 and distributing the Individual Settlement Payments and Net Settlement Amount, translating the Notice
18 Packet, handling and redistributing uncashed settlement checks, and providing necessary reports and
19 declarations, as requested by the Parties. The Settlement Administration Costs will be paid from the
20 Gross Settlement Amount, including, if necessary, any such costs in excess of the amount represented by
21 the Settlement Administrator as being the maximum costs necessary to administer the Settlement. Based
22 on an estimated Settlement Class of approximately Three Hundred (300) Class Members, the Settlement
23 Administration Costs are currently estimated to be Ten Thousand Dollars (\$10,000).

24 33. "Settlement Administrator" means CPT Group, Inc. The Parties each represent that they
25 do not have any financial interest in the Settlement Administrator or otherwise have a relationship with
26 the Settlement Administrator that could create a conflict of interest.

27 34. "Wage Statement Amount" means the amount described in Section 44(c)(iii).

28 35. "Waiting Time Amount" means the amount described in Section 44 (c)(ii).

36. “Workweeks” means the number of calendar weeks where each Class Member worked at least one shift during the Class Period. The calendar week shall be defined as beginning on Monday at 12:00 a.m. PST and ending on Sunday 11:59 p.m. PST. All Class Members will be credited with at least one Workweek.

TERMS OF AGREEMENT

The Plaintiff, on behalf of herself and the Settlement Class, and Defendants agree as follows:

37. Funding of the Gross Settlement Amount. Within thirty (30) days of the Effective Date, Defendants will make a one-time deposit of the Gross Settlement Amount of Five Hundred Fifty Thousand Dollars (\$550,000) into a Qualified Settlement Account to be established by the Settlement Administrator. Defendants may elect to deposit the Employer’s Payroll Taxes into the Qualified Settlement Fund for distribution to the relevant tax authorities. For purposes of clarity, the Effective Date cannot occur, and Defendants will not be obligated to fund this Settlement or pay any portion of the Gross Settlement Amount, until and unless there is no possibility of an appeal or further proceeding that could potentially prevent this Settlement from becoming effective, final and binding. After the Effective Date, the Gross Settlement Amount will be used to pay the amounts awarded by the Court for: (i) Individual Settlement Payments; (ii) the Labor and Workforce Development Agency Payment; (iii) the Class Representative Service Award; (iv) Attorneys’ Fees and Costs; (v) Settlement Administration Costs and (vi) employees’ share of taxes on the Individual Settlement Payments.

38. No Further Contribution. The Gross Settlement Amount is an “all in” maximum amount that shall cover any and all payments and disbursements associated with the Settlement, and Defendants may not be called upon or required to contribute additional monies above the Gross Settlement Amount and the Employer’s Payroll Taxes under any circumstances whatsoever. Except as provided in this Settlement Agreement, each Party and Class Member shall bear its, his or her own attorneys’ fees and costs.

39. Attorneys’ Fees and Costs. Before the final approval and fairness hearing, and with required statutory notice, Class Counsel will move the Court for approval of attorneys’ fees in an amount not to exceed one third (1/3) of the Gross Settlement Amount, or One Hundred Eighty-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$183,333.33), and an award of litigation

costs and expenses actually incurred by Class Counsel not to exceed Thirty-Four Thousand Dollars (\$34,000). Defendants will not oppose Class Counsel's motion for Attorneys' Fees and Costs on the terms set forth in this Settlement Agreement. If requested by the Settlement Administrator, Class Counsel will provide the Settlement Administrator with a completed and signed Form W-9 within fifteen (15) calendar days after the Effective Date. The Attorneys' Fees and Costs awarded by the Court will be paid out of the Gross Settlement Amount. The Settlement Administrator will pay the Attorneys' Fees and Costs without any tax withholdings or deductions, and will report the Attorneys' Fees and Costs on IRS Forms 1099, which it will provide to Class Counsel and the pertinent taxing authorities as required by law. Class Counsel agrees to assume the responsibility of remitting to the Internal Revenue Service, the California Franchise Tax Board, and any other relevant taxing authority the amounts required by law, if any, to be withheld from the Attorneys' Fees and Costs, and Class Counsel assumes all responsibility and liability for reporting and paying any taxes due on the Attorneys' Fees and Costs it receives. Class Counsel shall hold Defendants, the Released Parties, and Defense Counsel harmless and indemnify each of them for all taxes, interest, penalties, and costs, including attorneys' fees, incurred by reason of any claims against any of them arising from or relating to the non-withholding of taxes from the Attorneys' Fees and Costs. If the Court awards less than the amount of Attorneys' Fees and Costs requested by Class Counsel, the difference between the amount awarded and requested shall be included in the Net Settlement Amount for distribution to Participating Class Members.

40. Class Representative Service Award. Plaintiff will seek Court approval for a Class Representative Service Award in the amount of Ten Thousand Dollars (\$10,000). In exchange for a general release, Defendants agree not to oppose the request for approval of a Class Representative Service Award on the terms set forth in this Settlement Agreement. The Class Representative Service Award awarded by the Court will be paid from the Gross Settlement Amount. In addition to the Class Representative Service Award, Plaintiff will be eligible to receive an Individual Settlement Payment and Individual PAGA Payment on the terms set forth in this Settlement Agreement. Because the Class Representative Service Award is intended to compensate Plaintiff for her service to Class Members, and is not intended by the Parties to be wages, the Settlement Administrator will make the Class Representative Service Award without any tax withholdings or deductions, and will report the Class

1 Representative Service Award on an IRS Form 1099, which it will provide to Plaintiff and the pertinent
2 taxing authorities as required by law. Plaintiff will be solely and legally responsible to report and pay
3 any and all applicable taxes on the Class Representative Service Award. Plaintiff shall hold Defendants,
4 the Released Parties, Defense Counsel, and Class Counsel harmless and indemnify each of them for all
5 taxes, interest, penalties, and costs, including attorneys' fees, incurred by reason of any claims against
6 any of them arising from or relating to the non-withholding of taxes from the Class Representative
7 Service Award. If the Court awards a Class Representative Service Award of less than Ten Thousand
8 Dollars (\$10,000), the difference between the amount awarded and requested shall be included in the Net
9 Settlement Amount for distribution to all Participating Class Members.

10 41. Settlement Administration Costs. In conjunction with the motion for final approval,
11 Plaintiff will seek an order from the Court authorizing the payment of the Settlement Administration
12 Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the
13 Settlement and distribution of payments from the Gross Settlement Amount, which is currently
14 estimated to be Ten Thousand Dollars (\$10,000). These costs, which will be paid from the Gross
15 Settlement Amount, will include, *inter alia*, the required tax reporting on the Individual Settlement
16 Payments, the issuing of 1099 and W-2 IRS Forms, translating Notice Packets into Spanish, distributing
17 Notice Packets, calculating and distributing the Gross Settlement Amount, and providing necessary
18 reports and declarations. Funds initially allocated to Settlement Administration Costs but not paid to the
19 Settlement Administration upon final approval of the Settlement shall remain part of the Net Settlement
20 Amount available for distribution to Participating Class Members.

21 42. Labor and Workforce Development Agency Payment. Subject to Court approval, the
22 Parties agree that the amount of Thirty-Two Thousand Dollars (\$32,000) from the Gross Settlement
23 Amount will be designated for satisfaction of Plaintiff's and PAGA Class Members' PAGA claims
24 ("PAGA Settlement Amount"). Pursuant to PAGA, Seventy-Five Percent (75%), or Twenty-Four
25 Thousand Dollars (\$24,000), of this sum will be paid to the LWDA ("LWDA Payment") and the
26 remaining Twenty-Five Percent (25%), or Eight Thousand Dollars (\$8,000), will be distributed to
27 PAGA Class Members ("Individual PAGA Amount").

28 43. Net Settlement Amount. The entire Net Settlement Amount will be distributed to

Participating Class Members as provided in this Agreement, and no portion of the Net Settlement Amount will revert or be retained by Defendants once the Settlement becomes effective.

44. Individual Settlement Payment Calculations. Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount based on the number of Workweeks a Participating Class Member worked during the Class Period. Specific calculations of Individual Settlement Payments will be made as follows:

44(a) The Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for Class Counsel Fees, Class Counsel Costs, Plaintiff's Class Representative Service Award, the Settlement Administration Costs, and the PAGA Settlement Amount. The remaining amount shall be known as the "Net Settlement Amount."

44(b) From the Individual PAGA Amount, the Settlement Administrator will calculate the amount to be paid to each PAGA Class Member ("Individual PAGA Payment") as follows: Each PAGA Class Member (including those who submit a valid and timely Request for Exclusion from the Settlement), shall receive a portion of the Individual PAGA Amount proportionate to the number of workweeks worked during the PAGA Period, and which will be calculated by multiplying the Individual PAGA Amount by a fraction, the numerator of which is the PAGA Class Member's gross number of workweeks worked during the PAGA Period, and the denominator of which is the total number of workweeks worked by all PAGA Class Members (including those who submit a valid and timely Request for Exclusion from the class action settlement) during the PAGA Period.

44(c) From the Net Settlement Amount, the Settlement Administrator will calculate each Participating Class Member's Individual Settlement Payment based on the following formula:

- i. Payments to all Participating Class Members: Ninety percent (90%) of the Net Settlement Amount will be distributed to all Participating

1 Class Members based on each Participating Class Member's
2 workweeks worked during the Class Period, and will be calculated
3 by multiplying the Net Settlement Amount by a fraction, the
4 numerator of which is the Participating Class Member's number of
5 workweeks worked during the Class Period, and the denominator of
6 which is the total workweeks worked by all Participating Class
7 Members during the Class Period.

8 ii. Waiting Time Amount: Five Percent (5%) of the Net Settlement
9 Amount shall be designated as the "Waiting Time Amount." Each
10 participating Settlement Class member whose employment with
11 Defendant MEGGITT (ORANGE COUNTY), INC. ended at any
12 time during the Class Period, shall receive an equal, pro-rata share
13 of the Waiting Time Amount. In other words, the Waiting Time
14 Amount will be divided equally among all Participating Settlement
15 Class Members whose employment with Defendant MEGGITT
16 (ORANGE COUNTY), INC. ended at any time from February 23,
17 2017 through September 5, 2023.

18 iii. Wage Statement Amount: Five percent (5%) of the Net Settlement
19 Amount shall be designated as the "Wage Statement Amount."
20 Each Participating Settlement Class Member who was employed by
21 Defendant MEGGITT (ORANGE COUNTY), INC. at any time
22 from February 23, 2020 through September 5, 2023 shall receive a
23 portion of the Wage Statement Amount proportionate to the number
24 of workweeks that he or she worked during the period from
25 February 23, 2020 through September 5, 2023, and which will be
26 calculated by multiplying 5% of the Net Settlement Amount by a
27 fraction, the numerator of which is the Participating Class
28 Member's number of workweeks worked from February 23, 2020

1 through September 5, 2023, and the denominator of which is the
2 total number of workweeks worked by all Participating Class
3 Members during the time period from February 23, 2020 through
4 September 5, 2023. The Individual Settlement Payment will be
5 reduced by any and all required deductions for each Participating
6 Class Members as specifically set forth herein, including employee-
7 side tax withholdings or deductions. In no event shall the total
8 Individual Settlement Payments to Participating Class Members
9 exceed the Net Settlement Amount.

10 44(d) In the event any Settlement Class member's workweek data is not available,
11 that Settlement Class member's workweeks shall be calculated using some
12 other reasonable basis agreed to by the Parties.

13 44(e) The entire Net Settlement Amount will be disbursed to all Participating
14 Class Members.

15 45. Escalator Clause. The Gross Settlement Amount is based on approximately 42,000
16 workweeks from the start of the Class Period through March 19, 2023. If the number of workweeks in
17 the total Class Period has increased by 10% or more as of September 5, 2023 (i.e., if there are 46,200 or
18 more workweeks in the Class Period), then Defendants, at their sole discretion, shall have the option to
19 either (1) increase proportionally the Gross Settlement Amount by the percentage of workweeks over
20 110% of 42,000 workweeks (e.g., if there was 18% increase in the number of estimated workweeks
21 during the Class Period, Defendant would agree to increase the Gross Settlement Amount by 8%) or (2)
22 shorten the Class Period such that the Class Period shall only encompass the period beginning February
23 23, 2017 until a date such that there are no greater than 46,000 workweeks in the period. Defendant shall
24 notify Class Counsel of which option it elects to choose, if any, before Plaintiff files a motion for
25 preliminary approval.

26 46. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
27 Participating Class Members under this Settlement, as well as any other payments made pursuant to this
28 Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any

1 Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans,
2 commission plans, collective bargaining agreements, multi-employer plans, pension plans, 401(k) plans,
3 stock purchase plans, vacation plans, sick leave plans, PTO plans, or any other benefit plan (“Benefit
4 Plan”). Rather, it is the Parties’ intention that this Settlement Agreement will not affect, increase, or
5 decrease any rights, contributions, or amounts to which any Class Members may be entitled under any
6 Benefit Plan independently of the Settlement. It is expressly understood and agreed that the receipt of
7 Individual Settlement Payments will not entitle any Participating Class Member or Plaintiff to additional
8 compensation or benefits under any Benefit Plan in place during the period covered by the Settlement,
9 nor will it entitle any Participating Class Member or Plaintiff to any increased retirement, 401(k) benefits
10 or matching benefits, or deferred compensation benefits. It is the intent of the Parties that the Individual
11 Settlement Payments provided for in this Agreement are the sole payments to be made to the
12 Participating Class Members (other than the Class Representative Service Awards made to Plaintiff), and
13 that Participating Class Members, including Plaintiff, are not entitled to any new or additional
14 compensation or benefits as a result of having received the Individual Settlement Payments
15 (notwithstanding any contrary language or agreement in any benefit or compensation plan document that
16 might have been in effect during the period covered by this Settlement).

17 47. Administration Process. The Parties agree to cooperate in the administration of the
18 Settlement and to make all reasonable efforts to control and minimize the Settlement Administration
19 Costs.

20 48. Delivery of the Class List. Within thirty (30) days of Preliminary Approval, Defendants
21 will provide the Class List to the Settlement Administrator and to Class Counsel.

22 49. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the Class
23 List from Defendants, the Settlement Administrator will mail the Notice Packet approved by the Court to
24 all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses
25 identified in the Class List.

26 50. Confirmation of Contact Information in the Class Lists. Prior to mailing the Notice
27 Packet, the Settlement Administrator will perform a search based on the National Change of Address
28 Database for information to update and correct for any known or identifiable address changes for each

1 Class Member. Any Notice Packets returned to the Settlement Administrator as non-deliverable on or
2 before the Response Deadline will be sent promptly by the Settlement Administrator via regular First-
3 Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate
4 the date of such re-mailing on the Notice Packet. The Settlement Administrator will re-mail returned
5 Notice Packets only once per Class Member regardless of the number of forwarding addresses received,
6 unless counsel for the Parties agree further mailings are necessary. If no forwarding address is provided,
7 the Settlement Administrator will promptly make one attempt to determine the correct address using a
8 skip-trace, or other search using the name, address and/or Social Security number of the Class Member
9 involved, and will then perform a single re-mailing. Those Class Members who receive a re-mailed
10 Notice Packet by skip-trace will have between the later of (a) fifteen (15) calendar days from the re-
11 mailing of the Notice Packet or (b) the Response Deadline to submit a Request for Exclusion, an
12 objection to the Settlement, or a dispute regarding the information in their Notice Packet.

13 51. Notice Packets. All Class Members will be mailed a Notice Packet in English and
14 Spanish. Each Notice Packet will provide: (i) information regarding the nature of the Action; (ii) a
15 summary of the Settlement's principal terms, including the estimated Attorneys' Fees and Costs, the
16 Class Representative Service Awards, the Settlement Administration Costs, the Individual PAGA
17 Amount, and the LWDA Payment; (iii) the Settlement Class and PAGA Class Members definitions; (iv)
18 the formula for calculating Individual Settlement Payments and Individual PAGA Payments; (v) the
19 dates which comprise the Class Period and PAGA Period; (vi) instructions on how to submit Requests
20 for Exclusion or Notices of Objection; (vii) the Response Deadline; (viii) the date, time and place of the
21 final approval hearing; (ix) a plain language summary of the Released Class Claims, Released PAGA
22 Claims, and Released Parties; and (x) information regarding the Court's website, and directions for
23 viewing the Court's electronic case file in person at no charge on the Court's computer terminal kiosks.
24 The envelope containing the Notice Packet shall bear the following phrase, in bold type, 1/4 inch below
25 the return address or 1/4 inch above the addressee's address: RETURN SERVICE REQUESTED.

26 52. Disputed Information on Notice Packets. If Class Members dispute the information
27 provided in their Notice Packets, the Settlement Administrator will resolve the dispute in its discretion.
28 Defendants' records will be presumed correct, but the Settlement Administrator will evaluate the

evidence submitted by the Class Member and will make the final decision as to the merits of the dispute. All disputes must be submitted to the Settlement Administrator by the Response Deadline, unless the Class Member receives an extension because the Notice Packet was re-mailed.

53. Satisfaction of Notice Obligation. No later than twenty (20) business days prior to the final approval hearing, the Settlement Administrator shall provide Defense Counsel and Class Counsel with a declaration attesting to completion of the notice process, including due diligence, proof of mailing, and any attempts to obtain valid mailing addresses for, and the resending of, any returned Notice Packets. This declaration shall be filed with the Court by Class Counsel. Upon completion of the procedures described in the preceding paragraphs, the Parties shall be deemed to have satisfied their obligation to provide notice to the Class Members. Nothing else shall be required of, or done by, the Parties, Class Counsel, Defense Counsel, or the Settlement Administrator to provide notice of the Settlement and the final approval hearing.

54. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Class Member that his or her submission is defective and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have until the later of (i) Response Deadline or (ii) fourteen (14) days from the date of the cure letter, whichever date is later, to postmark or fax a revised Request for Exclusion. If the revised Request for Exclusion is not postmarked or received by fax within that period, it will be deemed untimely.

55. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the Settlement Administrator within the Response Deadline. In the case of Requests for Exclusion that are mailed to the Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request for Exclusion has been timely submitted.

56. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid Request for Exclusion will be bound by all of its terms, will be deemed to be a Participating Class

1 Member whose rights, claims, and obligations are determined, and who is bound, by all of the terms of
2 this Settlement Agreement, including those pertaining to the Released Class Claims, as well as any
3 Judgment that may be entered by the Court if it grants final approval to the Settlement. The Parties
4 expressly acknowledge and agree that any Class Member who does not submit a valid Request for
5 Exclusion pursuant to this Settlement Agreement will be bound by the terms of this Settlement
6 Agreement, even if such Class Member cashed an Individual Settlement Payment that was issued in
7 error, was not issued an Individual Settlement Payment in error, did not cash his or her Individual
8 Settlement Payment, or failed to receive the Notice Packet.

9 57. Releases by Participating Class Members. Upon the funding of the Gross Settlement
10 Amount, and except as to such rights or claims as may be created by this Settlement Agreement, Plaintiff
11 and each Participating Class Member, together and individually, on their behalf and on behalf of their
12 respective spouses, heirs, executors, administrators, agents, and attorneys, shall fully and forever release
13 and discharge all of the Released Parties, or any of them, from each of the Released Class Claims.
14 Plaintiff and the Participating Class Members forever agree that they, and each of them, shall not
15 institute, nor accept any other relief from, any other suit, class or collective action, administrative claim,
16 or other claim of any sort or nature whatsoever against Defendants, relating to the Released Class
17 Claims.

18 58. Release of PAGA Claims. Upon the funding of the Gross Settlement Amount, Plaintiff
19 and each PAGA Class Member (regardless of whether they opt out) shall, for the purposes of this
20 Settlement, be deemed “Aggrieved Employees” pursuant to PAGA and, together and individually, on
21 their behalf and on behalf of their respective spouses, heirs, executors, administrators, agents, and
22 attorneys, shall fully and forever release and discharge all of the Released Parties, or any of them, from
23 all claims for civil penalties under PAGA arising during the PAGA Period alleged in, or which could
24 have been asserted based on the facts, circumstances, and claims asserted in, the Action or Plaintiff’s
25 PAGA letter (“the Released PAGA Claims”).

26 59. No Future Collective or Class Action. If the Settlement is approved by the Court and
27 not otherwise terminated, the Court will enter a judgment resolving the Action, and bar and permanently
28 enjoin Plaintiff and all Participating Class Members from participating in any other collective or class

1 action lawsuit against the Released Parties, or any of them, concerning the Released Class Claims and
2 Released PAGA Claims.

3 60. Defendants' Right To Nullify Settlement. Defendants will have, in their sole discretion,
4 the right to nullify and void the Settlement and this Settlement Agreement if, at any time prior to final
5 approval, ten percent (10%) or more of the Class Members submit Requests for Exclusion. Defendants
6 must exercise this right of nullification in writing to Class Counsel within thirty (30) calendar days after
7 the Response Deadline. If the option to nullify is exercised, Defendants will pay the Settlement
8 Administration Costs incurred through the date of nullification. The Settlement Administrator shall
9 provide Defense Counsel with the information necessary to effectuate this provision on a regular basis,
10 but no less frequently than weekly.

11 61. Objection Procedures. To object to the Settlement Agreement in writing, a Class
12 Member must mail or fax a valid Notice of Objection to the Settlement Administrator on or before the
13 Response Deadline. The Notice of Objection must be signed by the Class Member and contain all
14 information required by this Settlement Agreement. The postmark will be deemed the exclusive means
15 for determining that the Notice of Objection is timely. Class Members have a right to appear at the final
16 approval hearing in order to have their objections heard by the Court regardless of whether they are
17 represented by counsel and regardless of whether they submitted a Notice of Objection. Class Members
18 who fail to object in the manner specified above will be deemed to have waived all objections to the
19 Settlement and will be foreclosed from making any objections, whether by appeal or otherwise, to the
20 Settlement Agreement. At no time will any of the Parties or their counsel seek to solicit or otherwise
21 encourage Class Members to submit written objections to the Settlement Agreement or appeal from the
22 final approval order and judgment. Class Counsel will not represent any Class Members with respect to
23 any such objections to this Settlement. If a Class Member timely submits both a Notice of Objection and
24 a Request for Exclusion, the Request for Exclusion will be given effect and considered valid, the Notice
25 of Objection shall be rejected, and the Class Member shall not participate in or be bound by the
26 Settlement. Any Class Member who does not submit a timely Notice of Objection that includes the
27 required information or appear in person or through their own counsel at the Final Approval Hearing to
28 assert an objection, , or who fails to otherwise comply with the specific and technical requirements of this

1 section, will be foreclosed from objecting to the Settlement and seeking any adjudication or review of the
2 Settlement, by appeal or otherwise

3 62. Certification Reports Regarding Individual Settlement Payment Calculations. The
4 Settlement Administrator will provide Defense Counsel and Class Counsel a weekly report that certifies
5 the number of Class Members who have submitted valid Requests for Exclusion, whether any Class
6 Member has submitted a challenge to any information contained in their Notice Packet, and any updated
7 reports regarding the administration of the Settlement Agreement as needed or requested.

8 63. Distribution Timing of Payments. Within seven (7) calendar days following the
9 Effective Date, the Settlement Administrator will calculate Individual PAGA Payment amounts,
10 Individual Settlement Payment amounts, and the Employer's Payroll Taxes, and provide the same to the
11 Parties' counsel for review and approval. Within seven (7) calendar days following Defendant's deposit
12 of the Class Settlement Amount, the Settlement Administrator will use the Class Settlement Amount
13 and: (1) prepare and mail Individual Settlement Payments, less applicable taxes and withholdings, to
14 Participating Class Members; (2) prepare and mail the Individual PAGA Payments; and (3) pay: (a) the
15 Class Representative Service Awards; (b) Attorneys Fees and Costs; (c) LWDA Payment; (d) Settlement
16 Administrator Costs; and (e) employees' share of taxes on the Individual Settlement Amounts if
17 Defendants elected to deposit Employer Payroll Taxes into the Qualified Settlement Fund. The
18 Settlement Administrator shall simultaneously pay the withholdings, and, if applicable, the Employer's
19 Payroll Taxes, to the applicable authorities with the necessary reports, submitting copies to Defense
20 Counsel.

21 64. Time To Cash Settlement Checks. Checks for the Individual Settlement Payments and
22 Individual PAGA Payments distributed by the Settlement Administrator to Participating Class Members
23 will remain negotiable for one hundred eighty (180) calendar days from issuance. Individual Settlement
24 Payment amounts and Individual PAGA Payment amounts may be combined in a single check. If
25 Participating Class Members do not cash their checks within the 180-day period, the checks will
26 automatically be cancelled and voided through a stop-payment or other similar method of cancellation.
27 The Parties, Class Counsel, and Defense Counsel shall not attempt to contact Participating Class
28 Members to encourage them to opt-out of the Settlement or dissuade them from cashing or depositing

1 the Individual Settlement Payments or the checks. Neither Plaintiff nor Defendants shall bear any
2 liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks.
3 Unless responsible by its own acts of omission or commission, the same is true for the Settlement
4 Administrator.

5 65. Cy Pres. Any unclaimed amounts from the Gross Settlement Amount, including but not
6 limited to Individual Settlement Payments and Individual PAGA Payments, that remain uncashed after
7 180 days and any unclaimed settlement funds, shall be paid in the form of a donation to a recognized
8 charity (the “Designated Charity”) selected by Defendants, which must qualify as a valid 501(c)(3) tax-
9 exempt non-profit organization. The Parties agree that the Designated Charity, as defined above,
10 supports projects that benefit the Class Members or persons similarly situated, promotes the law
11 consistent with the objectives and purposes of the underlying causes of action, supports child advocacy
12 programs, is a non-profit organization providing civil legal services to the indigent, or is otherwise
13 appropriate.

14 66. Certification of Completion. Upon completion of administration of the Settlement, the
15 Settlement Administrator will provide a written declaration under oath to certify such completion and to
16 provide a final accounting to the Court and counsel for all Parties.

17 67. Treatment of Individual Settlement Payments. All Individual Settlement Payments will
18 be allocated as follows: (i) Ten percent (10%) of each Individual Settlement Payment will be allocated
19 as back wages for which IRS Forms W-2 will be issued; and (ii) ninety percent (90%) will be allocated
20 as penalties, liquidated damages, and interest for which IRS Forms 1099-MISC will be issued. The back
21 wages portion of each Individual Settlement Payment shall be subject to all required payroll taxes and
22 deductions, as well as other required deductions for garnishments, tax liens, or child support. The
23 Participating Class Members’ respective shares of payroll taxes and withholdings shall be deducted from
24 their Individual Settlement Payments. The penalties, liquidated damages, and interest portion of each
25 Individual Settlement Payment shall be reported on a Form 1099 issued to each Participating Class
26 Member. Plaintiff, Class Counsel, and Participating Class Members shall be solely responsible for all
27 taxes associated with the Individual Settlement Payments, Attorneys’ Fees and Costs, and Class
28 Representative Service Award. All Individual PAGA Payments will be allocated as 100% penalties for

1 which IRS Forms 1099-MISC will be issued.

2 68. Administration of Taxes by the Settlement Administrator. The Settlement
3 Administrator will be responsible for issuing to Plaintiff, Participating Class Members, and Class
4 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to
5 this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes
6 and penalties to the appropriate government authorities. All Settlement payments shall be deemed to be
7 paid to each Participating Class Member and Plaintiff solely in the year in which the payment is actually
8 received.

9 69. Tax Liability. Defendants, Defense Counsel, and the Settlement Administrator make no
10 representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff,
11 Class Counsel, and Participating Class Members are not relying on any statement, representation, or
12 calculation by Defendants, Defense Counsel, or by the Settlement Administrator in entering into this
13 Settlement Agreement or accepting the benefits of this Settlement.

14 70. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES
15 OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS
16 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”)
17 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND
18 NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES
19 OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR
20 WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED
21 OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
22 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
23 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS
24 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
25 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS
26 AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY
27 ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY
28 UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO

1 ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
2 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
3 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF
4 ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER
5 SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
6 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
7 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
8 AGREEMENT.

9 71. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
10 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
11 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of
12 action or right herein released and discharged.

13 72. Nullification of Settlement Agreement. In the event that: (i) the Court does not finally
14 approve the Settlement as provided herein; or (ii) the Settlement does not become final and effective for
15 any other reason, then this Settlement Agreement, and any documents generated to bring it into effect,
16 will be null and void. Any order or judgment entered by the Court in furtherance of this Settlement
17 Agreement will likewise be treated as void *ab initio*.

18 73. Preliminary Approval Hearing. Within thirty (30) days after execution of this
19 Settlement by the Parties, Plaintiff, by way of regularly noticed motion pursuant to California Rule of
20 Court ("CRC") 3.769(c), will file a motion seeking Preliminary Approval of the Settlement and an order:
21 (i) appointing Class Counsel, Class Representatives, and the Settlement Administrator, (ii) conditionally
22 certifying the Settlement Class for settlement purposes only, (iii) preliminary approving the terms of the
23 Settlement, subject to the Court approving the amount of the Attorneys' Fees and Costs, Class
24 Representative Service Awards, and Settlement Administration Costs at the final approval and settlement
25 fairness hearing, (iv) scheduling a final approval and settlement fairness hearing, (v) ordering the Parties
26 to administer the Settlement; (vi) approving the Notice Packet to be sent to all Class Members; and (vii)
27 enjoining Class Members from filing or prosecuting any claims, suits, or administrative proceedings
28 regarding the Released Class Claims and Released PAGA Claims from the time Notice Packets are

1 mailed to Class Members until such Class Members have filed valid Requests for Exclusion with the
2 Settlement Administrator. The motion for Preliminary Approval will attach as exhibits: (i) the
3 Settlement Agreement, (ii) the Notice Packet, and (iii) proof of submission of the complaint and the
4 proposed Settlement to the LWDA pursuant to Labor Code sections 2999(l)(1) and (l)(2). The motion
5 for Preliminary Approval will be supported by admissible evidence, in the form of declarations of Class
6 Counsel, that address the potential value of each claim being settled, the value of other forms of relief, all
7 as sufficient to satisfy the standard set forth in *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116
8 (2008). Class Counsel will be responsible for drafting all documents, pleadings and declarations
9 necessary to obtain Preliminary Approval, including a Proposed Order Granting Preliminary Approval
10 that includes the requisite “recital,” “finding,” and “order” language and adequate information to provide
11 clear instructions to the Settlement Administrator, and that attaches the Notice Packet.

12 74. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
13 Response Deadline and with the Court’s permission, a final approval/settlement fairness hearing will be
14 conducted to determine the final approval of the Settlement Agreement along with the amounts properly
15 payable for: (i) Attorneys’ Fees and Costs; (ii) the Class Representative Service Award; (iii) Individual
16 Settlement Payments; (iv) the Labor and Workforce Development Agency Payment; (v) all Settlement
17 Administration Costs. The final approval and settlement fairness hearing will not be held earlier than
18 thirty (30) days after the Response Deadline, or any extensions as set forth in this Settlement Agreement.
19 Class Counsel will be responsible for drafting all documents necessary to obtain final approval, including
20 but not limited to the attorneys’ fees and costs application to be heard at the final approval hearing.

21 75. Judgment and Continued Jurisdiction. In connection with the motion for final approval
22 of the Settlement by the Court, the Parties will present a Final Order and Judgment to the Court for its
23 approval. After entry of the Judgment, pursuant to CRC 3.769(h), the Court will have continuing
24 jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the
25 Settlement, (ii) Settlement administration matters, and (iii) such post-Judgment matters as may be
26 appropriate under court rules or as set forth in this Settlement Agreement.

27 76. Release by Plaintiff. Upon the funding of the Gross Settlement Amount, in addition to
28 the claims being released by all Participating Class Members, Plaintiff will release and forever discharge

1 the Released Parties, to the fullest extent permitted by law, of and from any and all claims, debts,
2 liabilities, demands, obligations, guarantees, penalties, costs, expenses, attorneys' fees, damages,
3 liquidated damages, actions or causes of action of whatever kind or nature, whether contingent or
4 accrued, known and unknown, asserted and not asserted, which Plaintiff has or may have against the
5 Released Parties which Plaintiff have or may have against the Released Parties from the beginning of
6 time through the end of the Class Period. Plaintiff expressly waives and relinquishes any and all rights
7 and benefits conferred upon him by the provisions of Section 1542 of the California Civil Code or
8 similar provisions of applicable law and does so understanding and acknowledging the significance of
9 the waiver of Section 1542 which states as follows:

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

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

19 78. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the
20 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements
21 may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section
22 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is
23 to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and
24 the Parties agree that no such extrinsic oral or written representations or terms will modify, vary or
25 contradict the terms of this Settlement Agreement.

26 79. Amendment or Modification. No amendment, change, or modification to this
27 Settlement Agreement will be valid unless in writing and signed, by the Parties and their counsel.

28 80. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and

1 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
2 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
3 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
4 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with
5 each other and use their best efforts to effect the implementation of the Settlement. If the Parties are
6 unable to reach agreement on the form or content of any document needed to implement the Settlement,
7 or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement,
8 the Parties may seek the assistance of the Court to resolve such disagreement.

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

11 82. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto
12 will be governed by and interpreted according to the laws of the State of California.

13 83. Execution and Counterparts. This Settlement Agreement is subject only to the execution
14 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
15 executed counterparts and each of them, including electronic (e.g., DocuSign), facsimile, and scanned
16 copies of the signature page, will be deemed to be one and the same instrument. It is agreed that because
17 the number of Class Members is so numerous, it is impossible or impractical to have each Class Member
18 execute this Settlement Agreement. The Notice Packet will advise all Class Members of the binding
19 nature of the releases recited in this Settlement Agreement, and the releases shall have the same force and
20 effect as if each Class Member executed this Agreement.

21 84. Acknowledgement that the Settlement Is Fair and Reasonable. The Parties believe this
22 Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this
23 Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account
24 all relevant factors, present and potential. The Parties further acknowledge that they are each represented
25 by competent counsel and that they have had an opportunity to consult with their counsel regarding the
26 fairness and reasonableness of this Settlement.

27 85. Invalidity of Any Provision. Before declaring any provision of this Settlement
28 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent

possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

86. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement, pursuant to Code of Civil Procedure § 583.330(a), the time within which the Action must be brought to trial shall be extended by the period of time that runs from the date of execution of this Agreement to the date on which the Court enters judgment or the date on which the Court enters an order declining to grant approval of this Agreement, and that said period of time shall not be included in the computation of the five-year period specified in Code of Civil Procedure § 583.310.

87. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this Settlement only; except, however, that Plaintiff or Class Counsel may appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court, and either party may appeal any court order that materially alters the Settlement Agreement's terms.

88. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to class action certification for purposes of the Settlement only. If, for any reason, the Court does not grant final approval of the Settlement, the stipulation to certification will be void *ab initio*. The Parties further agree that certification for purposes of the Settlement is not an admission that class action certification is proper under the standards applied to contested certification motions and that this Settlement Agreement will not be admissible in this or any other proceeding as evidence that either (i) a class action should be certified or (ii) Defendants are liable to Plaintiff or any Class Member, other than according to the Settlement's terms. Defendants expressly reserve their rights to oppose class certification should the Settlement not be finally approved by the Court.

89. Non-Admission of Liability. The Parties enter into this Settlement to resolve the disputes that have arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Settlement, Defendants do not admit, and specifically deny, that they violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with

1 respect to their employees. Defendants further, together and individually, deny the claims and
2 allegations asserted in the Action. Defendants specifically deny any liability or wrongdoing of any kind
3 associated with the claims and allegations asserted in the Action, and Defendants assert that they have no
4 liability for any of the Plaintiff's or Class Members' claims under any statute, regulation, wage order,
5 common law, or equitable theory. Defendants further assert that, for any purpose other than settlement,
6 the Action is not appropriate for class treatment. Neither this Settlement Agreement, nor any of its terms
7 or provisions, nor any of the negotiations connected with it, will be construed as an admission or
8 concession by Defendants of any such violations or failures to comply with any applicable law. Except
9 as necessary in a proceeding to enforce the terms of this Settlement, neither this Settlement Agreement
10 and its terms and provisions, nor any ancillary documents, actions, statements, or filings in furtherance of
11 a settlement, will be offered or received as evidence in any action or proceeding to establish any liability
12 or admission on the part of Defendants, to establish the existence of any condition constituting a violation
13 of, or a non-compliance with, federal, state, local or other applicable law, for purposes of class or
14 collective certification, or for any other purpose whatsoever.

15 90. No Public Comment: The Parties, their counsel, and the Class Members agree that they
16 will not hold any press conferences, issue any press releases, initiate any contact with the press, respond
17 to any press inquiry, or have any communication with the press about the fact, amount or terms of the
18 Settlement. Until the Parties file a motion with the Court seeking Preliminary Approval, all Parties and
19 counsel will keep the terms of this Settlement Agreement confidential. At no time shall Plaintiff, Class
20 Members, Class Counsel, Defendants, or Defense Counsel characterize the Action or Settlement in a
21 manner that disparages Defendants or their employment practices. Class Counsel will not include or use
22 the Settlement for any marketing or promotional purposes, nor will they disclose the terms via social
23 media. Class Counsel shall not initiate any contact or other communications with Class Members other
24 than the Court-approved Notice Packet, but may respond to inquiries received from Class Members.

25 91. Waiver. No waiver of any condition or covenant contained in this Settlement
26 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to
27 imply or constitute a further waiver by such party of the same or any other condition, covenant, right or
28 remedy.

1 92. Enforcement Actions. In the event that one or more of the Parties institutes any legal
2 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement
3 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be
4 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including
5 expert witness fees incurred in connection with any enforcement actions.

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

11 94. Representation By Counsel. The Parties acknowledge that they have been represented
12 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
13 that this Settlement Agreement has been executed with the consent and advice of counsel. Further,
14 Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement.

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

17 96. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
18 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
19 Settlement Agreement.

20 97. Destruction of Confidential Documents. The Parties shall also enter into a
21 confidentiality and protective order that requires Plaintiff and Class Counsel to return or destroy all
22 confidential documents/information and other confidential materials obtained in discovery or otherwise
23 in the Action within 60 days of the Effective Date, and to provide a certification of such destruction or
24 return to Defendants. Neither Class Counsel nor Plaintiff shall use, disseminate, or distribute any
25 confidential information obtained or developed in connection with the Action for any purpose
26 whatsoever, except to defend the validity of the Settlement. Class Counsel shall not include, and shall
27 affirmatively remove, any reference to any of the foregoing subjects in any advertising, mass mailing,
28 website, or other communications, but may refer to the Settlement in adequacy of counsel declarations.

98. Defense of the Settlement. Plaintiff agrees to participate in, and Class Counsel agree to join Defendants in, defending the Settlement and its approval from any collateral attack in the three year period after final approval by providing a declaration or declarations in support of the Settlement.

99. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: May 29, 2024


Ofelia Alberto (May 29, 2024 11:58 PDT)

Ofelia Alberto

DEFENDANTS MEGGITT (ORANGE COUNTY), INC.; MEGGITT (SIMI VALLEY), INC.; MEGGITT (NORTH HOLLYWOOD), INC.; and MEGGITT HOLDINGS (USA), INC.

Dated: _____

Print Name: _____

APPROVED AS TO FORM

MATERN LAW GROUP, PC

Dated: 6/24/24

By: 

Matthew J. Matern
Matthew W. Gordon
Attorneys for Plaintiff Ofelia Alberto

98. Defense of the Settlement. Plaintiff agrees to participate in, and Class Counsel agree to join Defendants in, defending the Settlement and its approval from any collateral attack in the three year period after final approval by providing a declaration or declarations in support of the Settlement.

99. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: _____

Ofelia Alberto

DEFENDANTS MEGGITT (ORANGE COUNTY), INC.; MEGGITT (SIMI VALLEY), INC.; MEGGITT (NORTH HOLLYWOOD), INC.; and MEGGITT HOLDINGS (USA), INC.

Dated: 6/21/2024

Michael W. MacGillis

Digitally signed by Michael W. MacGillis
Date: 2024.06.21 08:53:30 -04'00'

Print Name: Michael W. MacGillis

APPROVED AS TO FORM

MATERN LAW GROUP, PC

Dated: _____

By: _____

Matthew J. Matern
Matthew W. Gordon
Attorneys for Plaintiff Ofelia Alberto

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HOGAN LOVELLS US LLP

Dated: June 24, 2024

By: 
Tao Y. Leung
Attorneys for Defendants Meggitt (Orange County),
Inc., Meggitt (Simi Valley), Inc., Meggitt (North
Hollywood), Inc., and Meggitt Holdings (USA), Inc.

EXHIBIT A

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

Ofelia Alberto v. Meggitt (Orange County), Inc., et al.
Los Angeles Superior Court Case No. 21STCV07136

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendants Meggitt (Orange County), Inc., Meggitt (North Hollywood), Inc., Meggitt-USA, Inc., and Meggitt Holdings (USA), Inc. (“Defendants”) for alleged wage and hour violations. The Action was filed by Plaintiff Ofelia Alberto (“Plaintiff”) and seeks payment of (1) wages and other relief for a class of non-exempt employees (“Class Members”) who worked for Defendant Meggitt (Orange County), Inc. in California during the Class Period (February 23, 2017 through September 5, 2023); and (2) penalties under the California Private Attorney General Act (“PAGA”) for Class Members who worked for Defendant Meggitt (Orange County), Inc. during the PAGA Period (November 4, 2019 through September 5, 2023) (“PAGA Class Members”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Settlement Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Settlement Payment is estimated to be \$ [REDACTED] (less tax withholdings) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you receive will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants’ records, you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendants’ records showing that **you worked [REDACTED] Workweeks** during the Class Period and **you worked [REDACTED] Workweeks** during the PAGA Period. If you believe that these numbers are inaccurate, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice.

The Court has not yet decided whether to grant Final Approval. Your legal rights are affected whether you act or not. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and PAGA Class Members to give up their rights to assert certain claims against Defendants.

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**QUESTIONS? Please call the Settlement Administrator at [REDACTED] or visit
[REDACTED]**

If you worked for Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and to be eligible for an Individual Settlement Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will have given up your right to pursue the Released Class Claims and the Released PAGA Claims against Defendants. See Section 3 of this Notice.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Settlement Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Settlement Payment and will not have released the Released Class Claims. See Section 3 of this Notice. If you are a PAGA Class Member, you will remain eligible for an Individual PAGA Payment and you will have released the Released PAGA Claims. See Section 3 of this Notice. **You cannot opt-out of the PAGA portion of the proposed Settlement.**

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Settlement Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the claims against Defendants that are covered by this Settlement ("Released Class Claims" and "Released PAGA Claims," as defined in Section 3 of this Notice).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [insert Response Deadline]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and will no longer be eligible for an Individual Settlement Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all PAGA Class Members and the PAGA Class Members must give up their rights to pursue Released PAGA Claims (defined below in Section 3 of this Notice).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [insert Response Deadline]	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class and PAGA Class Members. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [insert hearing date] Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on [insert hearing date]. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks Written Challenges Must be Submitted by [insert Response Deadline]	The amount of your Individual Settlement Payment and Individual PAGA Payment (if any) depends on how many Workweeks you worked at least one day during the Class Period and how many Workweeks you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Workweeks you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [insert Response Deadline]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff alleges Defendants violated California employment laws by (1) failing to provide required meal periods; (2) failing to provide required rest periods; (3) failing to pay overtime wages; (4) failing to pay minimum wages; (5) failing to pay all wages due to discharged and quitting employees; (6) failing to maintain required records; (7) failing to furnish accurate itemized wage statements; (8) failing to indemnify employees for necessary expenditures incurred in discharge of duties; (9) engaging in unfair and unlawful business practices; and (10) claims for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: Matern Law Group, PC (“Class Counsel.”)

Defendants strongly deny each and every one of Plaintiff’s allegations, deny they violated any employment laws including those alleged by Plaintiff, deny they failed to pay any wages to its employees, and contend they fully complied with all applicable laws at all times.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination on the merits of the case. But Plaintiff and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy joint stipulation of class action settlement and release (“Stipulation”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Stipulation, Plaintiff and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims, the strength of Defendants’ defenses, and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and PAGA Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendants Will Pay \$550,000.00 as the Gross Settlement Amount (Gross Settlement). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Settlement Administrator of the Settlement. The Settlement Administrator will use the Gross Settlement to pay the Individual Settlement Payments, the Individual PAGA Payments, the Class Representative Service Award, Class Counsel’s attorneys’ fees and costs granted by the Court, the Settlement Administrator’s costs, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement not more than 30 days after the Judgment entered by the Court becomes final. The Judgment will be final upon the latter of (i) if no timely objections are filed, or are withdrawn prior to final approval, the date upon which the Court enters an order granting final approval of the Stipulation; or (ii) if timely objections are filed and not withdrawn, then either the final resolution of any appeals timely filed, or the expiration date of the time for filing or noticing any such appeals.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$183,333.33 (one-third of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$34,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

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QUESTIONS? Please call the Settlement Administrator at [xxx-xxx-xxxx] or visit [www.xxxxxxxxxxxxxx]

- B. Up to \$10,000.00 to Plaintiff as a Class Representative Service Award for filing the Action, working with Class Counsel, and representing the Class. A Class Representative Service Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Settlement Payment and any Individual PAGA Payment.
- C. Up to \$10,000.00 to the Settlement Administrator for services administering the Settlement.
- D. Up to \$32,000.00 for PAGA Penalties, allocated 75% to the LWDA Payment and 25% in Individual PAGA Payments to the PAGA Class Members based on their PAGA Period Workweeks.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

- 3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Settlement Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Settlement Payments to Participating Class Members based on their Class Period Workweeks.
- 4. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of 10% of each Individual Settlement Payment to back wages and 90% to penalties, liquidated damages, and interest. The back wages portion of each Individual Settlement Payment is subject to all required payroll taxes and deductions and will be reported on IRS Forms W-2. The penalties, liquidated damages, and interest portion of each Individual Settlement Payment will be reported on a Form 1099. The Individual PAGA Payments are counted as penalties for which IRS Forms 1099-MISC will be issued.

Although Plaintiff and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are solely responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- 5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Settlement Payments and, if applicable, Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the Boys & Girls Clubs of Central Orange Coast (the "Designated Charity").
- 6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Settlement Administrator in writing, not later than [insert Response Deadline], that you

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QUESTIONS? Please call the Settlement Administrator at [xxx-xxx-xxxx] or visit [www.xxxxxxxxxxx]

wish to opt-out. The easiest way to notify the Settlement Administrator is to send a written and signed Request for Exclusion that is faxed or postmarked by the [insert Response Deadline] Response Deadline. The Request for Exclusion should be a letter from a Class Member setting forth a Class Member's name, address, and telephone number, and a clear statement that the Class Member does not wish to be included in the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Settlement Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert the Released PAGA Claims against Defendants.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will not approve the Settlement or the Settlement does not become final and effective for another reason. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.
8. Settlement Administrator. The Court has appointed a neutral company, CPT Group, Inc. (the "Settlement Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Settlement Administrator will also decide Class Member Challenges over Workweeks and/or PAGA Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Settlement Administrator's contact information is contained in Section 9 of this Notice.
9. Participating Class Members' Released Class Claims. After the Judgement is final and Defendants have fully funded the entire Gross Settlement and Employer's Payroll Taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for the Released Class Claims or Released PAGA Claims.

The Participating Class Members will be bound by the following release:

All Participating Class Members, together and individually, on their behalf and on behalf of their respective spouses, heirs, executors, administrators, agents, and attorneys shall fully and forever release and discharge all of the Released Parties, or any of them, from each of the "Released Class Claims."

"Released Parties" means Defendants and each of its past or present successors and predecessors in interest, subsidiaries, affiliates, parents (including but not limited to Parker-Hannifin Corporation), employees, insurers, agents, consultants, legal

representatives, and other related entities, and each of their past, present, and future officers, directors, shareholders, members, managers, owners, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, underwriters, and attorneys.

“Released Class Claims” means any and all claims under the California wage orders (including but not limited to Wage Orders 1, 4 and 10 of the Industrial Welfare Commission (8 Cal. Code Regs. Sections 11010, et seq.)), California Labor Code, including but not limited to Labor Code §§ 201, 202, 203, 204, 218.6, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1175, 1194, 1197.1, 1198, 1199, 2802-2804, California Business & Professions Code (including but not limited to Business & Professions Code section 17200), California Code of Civil Procedure, California Civil Code, as well as any and all claims, rights, demands, liabilities, obligations, guarantees, penalties, costs, expenses, attorney’s fees, damages, liquidated damages, actions or causes of action, of whatever kind or nature, whether known or unknown, contingent or accrued, during the Class Period, arising from the allegations asserted in the Action, or which could have been asserted in the Action based on the facts and claims asserted in the pleadings or Plaintiff’s PAGA letters, including: (i) all claims for meal and/rest break violations; (ii) all claims for unpaid overtime; (iii) all claims for unreimbursed business expenses; (iv) all claims for the failure to timely pay wages upon termination; (v) all claims for the failure to timely pay wages during employment; (vi) all claims for wage statement violations and failure to maintain employment records; (vii) all claims for failure to produce employment records; and (ix) any and all claims asserted through or under California Business & Professions Code §§ 17200, et seq. based on the preceding claims. The Released Class Claims do not include any claims under PAGA.

10. PAGA Class Members’ Released PAGA Claims. After the Court’s judgement is final, and Defendants have paid the Gross Settlement and Employer’s Payroll Taxes, all PAGA Class Members will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Settlement. This means that all PAGA Class Members, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against the Released Parties as follows:

All PAGA Class Members, (regardless of whether they opt out) shall, only for the purposes of this Settlement, be deemed “Aggrieved Employees” pursuant to PAGA and, together and individually, on their behalf and on behalf of their respective spouses, heirs, executors, administrators, agents, and attorneys, shall fully and forever release and discharge all the Released Parties, or any of them, from all claims for civil penalties under PAGA arising during the PAGA Period alleged in, or which could have been asserted based on the facts, circumstances, and claims asserted in, the Action or Plaintiff’s PAGA letter.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

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QUESTIONS? Please call the Settlement Administrator at [xxx-xxx-xxxx] or visit [www.xxxxxxxxxxxxxx]

1. Individual Settlement Payments. From the Net Settlement Amount, the Settlement Administrator will calculate each Participating Class Member's Individual Settlement Payment based on the following formula: 1) ninety percent (90%) of the Net Settlement Amount will be distributed to all Participating Class Members based on each Participating Class Member's workweeks worked during the Class Period, which will be calculated by multiplying the Net Settlement by a fraction, the numerator of which is the Participating Class Member's number of workweeks worked during the Class Period, and the denominator of which is the total workweeks worked by all Participating Class Members during the Class Period; 2) five percent (5%) of the Net Settlement Amount shall be designated as the "Waiting Time Amount," of which each Participating Settlement Class Member whose employment with Defendant Meggitt (Orange County), Inc. ended at any time during the Class Period, shall receive an equal, pro-rata share of the Waiting Time Amount; 3) five percent (5%) of the Net Settlement Amount shall be designated as the "Wage Statement Amount," which will be calculated by multiplying 5% of the Net Settlement Amount by a fraction, the numerator of which is the Participating Class Member's number of workweeks worked from February 23, 2020 through September 5, 2023, and the denominator of which is the total number of workweeks worked by all Participating Class members during the time period from February 23, 2020 through September 5, 2023.
2. Individual PAGA Payments. The Settlement Administrator will calculate Individual PAGA Payments by multiplying the Individual PAGA Amount by a fraction, the numerator of which is the PAGA Class Member's gross number of workweeks worked during the PAGA Period, and the denominator of which is the total number of workweeks worked by all PAGA Class Members (including those who submit a valid and timely Request for Exclusion from the class action settlement) during the PAGA Period.
3. Workweek Challenges. The number of Workweeks you worked during the Class Period and the number of PAGA Workweeks you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until [insert Response Deadline] to challenge the number of Workweeks credited to you. You can submit your challenge by sending a written challenge to the Settlement Administrator postmarked on or before [insert Response Deadline]. Section 9 of this Notice has the Settlement Administrator's contact information.

If you wish to submit a Workweek Challenge, then you should submit any records or evidence supporting your challenge. The Settlement Administrator will accept Defendants' calculation of Workweeks based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Settlement Administrator will resolve Workweek Challenges based on your submission and may get input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Settlement Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

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QUESTIONS? Please call the Settlement Administrator at [xxx-xxx-xxxx] or visit [www.xxxxxxxxxxxxxx]

1. Participating Class Members. The Settlement Administrator will mail a single check to every Participating Class Member (i.e., all Class Members except those who (1) submit timely and valid Request for Exclusion or (2) before the Preliminary Approval Date, released Defendant Meggitt (Orange County), Inc. from wage and hour claims, including but not limited to wage and hour claims included in a general release of claims, as a result of a settlement reached in any other matter) including those who also qualify as PAGA Class Members. The single check will combine the Individual Settlement Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Settlement Administrator will mail a single Individual PAGA Payment check to every PAGA Class Member who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Settlement Administrator as soon as possible. Section 9 of this Notice has the Settlement Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, address, and telephone number, and a clear statement that you do not wish to be included in the Settlement. The Settlement Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Alberto v. Meggitt (Orange County), Inc., et al.* (Los Angeles Superior Court Case No. 21STCV07136), and include your identifying information (name, address, and telephone number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Settlement Administrator must be sent your request to be excluded by [insert Response Deadline], or it will be invalid.** Section 9 of the Notice has the Settlement Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least 16 court days before the [insert hearing date] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses, and Class Representative Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Settlement Administrator's Website at [insert website] or the Court's website at <https://www.lacourt.org/documentimages/civilimages/publicmain.aspx>.

A Participating Class Member who disagrees with any aspect of the Stipulation, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses, and Class Representative Service Award

may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Settlement Administrator is [insert Response Deadline].** Be sure to tell the Settlement Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Alberto v. Meggitt (Orange County), Inc., et al.* (Los Angeles Superior Court Case No. 21STCV07136) and include your full name, address, telephone number, and sign the objection. Section 9 of this Notice has the Settlement Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [insert hearing date] at [insert time] in Department SSC-1 of the Los Angeles Superior Court, Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Settlement Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Settlement Administrator's website [insert website] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Stipulation sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Stipulation, the Judgment, or any other Settlement documents is to go to the Settlement Administrator's website at [insert website]. You can also telephone or send an email to Class Counsel or the Settlement Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 21STCV07136. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

MATERN LAW GROUP, PC

Matthew J. Matern, Esq. (mmatern@maternlawgroup.com)

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QUESTIONS? Please call the Settlement Administrator at [xxx-xxx-xxxx] or visit [www.xxxxxxxxxxxxxx]

Matthew W. Gordon, Esq. (mgordon@maternlawgroup.com)
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MATERN LAW GROUP, PC
1230 Rosecrans Avenue, Suite 200
Manhattan Beach, CA 90266
Telephone: (310) 531-1900
Facsimile: (310) 531-1901

Settlement Administrator:

Name of Company: CPT Group, Inc.

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Settlement Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you will have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Settlement Administrator if you move or otherwise change your mailing address.