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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

ALMA BARRIGA, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

DUCOMMUN INCORPORATED, a Delaware
corporation; DUCOMMUN
AEROSTRUCTURES, INC., A Delaware
corporation; and DOES 1 through 100,

Defendants.

Case No. CIVSB 2028738

CLASS ACTION

*[Assigned for all purposes to the Hon. David
S. Cohn, Dept. S26]*

**DECLARATION OF PAUL K. HAINES
IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: July 18, 2022
Time: 10:00 a.m.
Dept.: S26

1 I, PAUL K. HAINES, declare as follows:

2 1. I am a shareholder and principal of Haines Law Group, APC, and counsel for the
3 named Plaintiff Alma Barriga (“Plaintiff”) and the proposed Settlement Class in the above-
4 captioned matter against Ducommun Incorporated and Ducommun Aerostructures, Inc.
5 (“Ducommun” or “Defendants”). I am a member in good standing of the bar of the State of
6 California and am admitted to practice in this Court. I have personal knowledge of the facts stated
7 in this declaration and could testify competently to them if called upon to do so.

8 2. I am a 2006 graduate of Pepperdine University School of Law, where I graduated
9 cum laude. During law school, I worked as a law clerk for the appellate firm of Horvitz & Levy,
10 located in Encino, California. I also spent a semester in law school working as an extern for the
11 Honorable Edward Rafeedie, District Judge for the United States District Court for the Central
12 District of California.

13 3. Since graduating from law school, my practice has focused almost exclusively on
14 employment litigation. In September 2007, I began working as an associate attorney at the
15 international law firm of Littler Mendelson P.C., at its Los Angeles office, which according to its
16 website is the “largest U.S.-based law firm exclusively devoted to representing management in
17 every aspect of labor and employment law.” While at Littler Mendelson, I was primarily staffed
18 on wage and hour class actions venued in both state and federal courts, and I also worked on a
19 number of single and multi-plaintiff wage and hour matters as well.

20 4. During my employment at Littler Mendelson, I played a significant role in the
21 class actions that I was staffed on, as I was often the only associate staffed on such cases. In
22 particular, I received a wide-array of wage and hour class action experience performing the
23 following types of tasks: drafting demurrers, motions to strike and/or dismiss; removing actions
24 from state court to federal court; drafting and responding to written discovery; drafting and
25 opposing discovery related motions; arguing discovery related motions; drafting motions to
26 consolidate related matters; interviewing putative class members and obtaining declarations in
27 connection with class certification; drafting oppositions to motions for class certification; drafting
28 motions for decertification following class certification; conducting exposure analyses to assess

1 the strengths and weaknesses of asserted claims, the likelihood of prevailing at class certification
2 and potential damages resulting from such claims; drafting mediation briefs; serving as the
3 primary contact to in-house counsel; deposing named plaintiffs and putative class members;
4 deposing retained expert witnesses; and defending the depositions of corporate witnesses. In
5 short, I played an integral role in all aspects of litigation from the inception of a matter through
6 and beyond class certification. I also supervised the work of several junior attorneys who were
7 staffed on the same wage and hour class actions.

8 5. In June 2011, I voluntarily resigned from Littler Mendelson in order to accept an
9 associate attorney position with the international law firm of Morgan, Lewis & Bockius LLP, at
10 its Los Angeles office, where I began working in July 2011. During my employment at Morgan,
11 Lewis & Bockius LLP, I worked exclusively on the defense of wage and hour class and collective
12 actions. For the vast majority of these cases, I was the only associate staffed on the matter, and I
13 performed the same job duties as described in the immediately preceding paragraph. In addition
14 to working on wage and hour class actions, at Morgan, Lewis & Bockius I also worked on a
15 number of “hybrid” actions asserting nationwide wage and hour claims under the Fair Labor
16 Standards Act (“FLSA”), as well as California-specific claims under Rule 23 of the Rules of Civil
17 Procedure.

18 6. In July 2012, I transitioned into litigating wage and hour class actions from the
19 Plaintiff’s side, first as a Partner with the law firm of Boren, Osher & Luftman, LLP, and since
20 February 2016, as a Shareholder of the Haines Law Group, APC. Currently, over ninety percent
21 (90%) of my practice is dedicated exclusively to the prosecution of wage and hour class actions,
22 and I am currently responsible for prosecuting over fifty (50) wage and hour class actions filed in
23 both State and Federal courts throughout California. A few examples of the matters in which I
24 have been appointed as Class Counsel, all of which have been granted final approval, include the
25 following: *Sanchez v. Res-Care, Inc.*, Case No. BC526175, California Superior Court, County of
26 Los Angeles, Hon. John Shepard Wiley, Jr., presiding; *Prado v. Warehouse Demo Services, Inc.*,
27 Case No. CV14-3170 JFW (Ex), United States District Court, Central District of California, Hon.
28 John F. Walter presiding; *Tesla Motors Wage and Hour Litigation*, JCCP 4792, California

Superior Court, Santa Clara County, Hon. Peter H. Kirwan presiding; *Bower v. Cycle Gear, Inc.*, Case No. CV14-2712 HSG, United States District Court, Northern District of California, Hon. Haywood S. Gilliam, Jr. presiding; *Longstreth v. PAQ, Inc., dba Food 4 Less*, Case No. 15CV-0206, California Superior Court, County of San Luis Obispo, Hon. Charles S. Crandall presiding; *Nunez v. CompuCom Systems, Inc.*, Case No. BC618385, California Superior Court, County of Los Angeles, Hon. John Shepard Wiley, Jr. presiding; *Mansilla v. Haeco Americas Line Services, LLC, et al*, Case No. BC615310, Superior Court of California, County of Los Angeles, Hon. Elihu M. Berle presiding; *Leverage, et al v. Traeger Pellet Grills, LLC, et al*, Case No. 4:16-cv-00784-KAW, United States District Court, Northern District of California, Hon. Kandis A. Westmore presiding.

7. I have also moved to certify and have received an order certifying a class action and/or conditionally certifying a collective action, in the following cases:

- *Medeiros v. Vortex Financial Management Inc.*, Case No. 30-2013-00644741-CU-OE-CXC, California Superior Court, County of Orange, Honorable Judge Gail A. Andler presiding (certifying class of employees misclassified as independent contractors);
- *Javine v. San Luis Ambulance Service, Inc.*, Case No. CV13-07480 BRO (SSx), United States District Court, Central District of California, Honorable Judge Beverly Reid O'Connell, presiding (conditionally certifying an unpaid FLSA overtime wage class);
- *Prado v. Warehouse Demo Services, Inc.*, Case No. CV14-3170 JFW (Ex), United States District Court, Central District of California, Honorable Judge John F. Walter, presiding (certifying a rest period violation class and conditionally certifying an FLSA unpaid overtime wage class);
- *Bower v. Cycle Gear, Inc.*, Case No. CV14-2712 HSG, United States District Court, Northern District of California, Honorable Judge Haywood S. Gilliam, Jr., presiding (conditionally certifying an unpaid FLSA overtime wage class);
- *Vega v. Weatherford U.S., Limited Partnership*, Case No. CV14-1790-JLT, United States District Court, Eastern District of California, Honorable Jennifer L. Thurston, presiding (conditionally certifying an unpaid FLSA overtime wage class);

- 1 • *Galvan v. AMVAC Chemical Corporation*, Case No. 30-2014-00716103-CU-OE-CXC,
2 California Superior Court, County of Orange, Honorable Judge William Claster, presiding
3 (certifying unpaid overtime wage class and waiting time penalty class);
- 4 • *Camacho v. Residential Fire Systems, Inc.*, Case No. 30-2015-775372-CU-OE-CXC,
5 California Superior Court, County of Orange, Honorable Glenda Sanders, presiding
6 (certifying piece rate pay plan classes, expense reimbursement class, wage statement
7 class, and waiting time penalties class);
- 8 • *Ontiveros v. Safelite Fulfillment, Inc., et al*, Case No. CV 15-7118-DMG (RAOx), United
9 States District Court, Central District of California, Honorable Dolly M. Gee presiding
10 (certifying six classes of employees for rest period violations, wage statement violations,
11 meal period violations, and overtime and double-time violations);
- 12 • *Vazquez, et al v. Kraft Heinz Foods Company*, Case No. 16-cv-2749-WQH-BLM, United
13 States District Court, Southern District of California, Honorable William Q. Hayes
14 presiding (certifying six classes of employees for unpaid wages, meal period violations,
15 wage statement violations, and waiting time penalties);
- 16 • *Caudle, et al. v. Sprint/United Management Company, et al.* Case No. C 17-06874-WHA,
17 United States District Court, Northern District of California, Honorable William H. Alsup
18 presiding (certifying three classes of employees for unlawful wage deduction violations,
19 wage statement violations, and waiting time violations);
- 20 • *Staublein v. Wells Fargo Bank*, No. CIVDS1712267, San Bernardino County Superior
21 Court, Honorable David S. Cohn presiding (certifying wage statement class);
- 22 • *Perez v. Sunbelt Rentals, Inc.* Case No. 37-2018-00026405-CU-OE-CTL, California
23 Superior Court, County of San Diego, Honorable Eddie C. Sturgeon presiding (certifying
24 class of employees for wage statement violations); and
- 25 • *Bowlin-Burdick, et al v. Life Care Centers of America, Inc.*, Case No. BC657139, Los
26 Angeles County Superior Court, Honorable Maren E. Nelson presiding (certifying four
27 classes for meal period violations, rest period violations, wage statement violations, and
28 waiting time penalties).

1 8. In 2015, 2016, and 2017, Thomson Reuters recognized me as a Top Young
2 Attorney in Southern California in the annual Rising Stars Edition of Super Lawyer. This is an
3 honor awarded to no more than two-and-a-half percent of attorneys under the age of forty in
4 Southern California each year. In 2018, 2019, 2020, and 2021, Thomson Reuters recognized me
5 as a “Super Lawyer” in the annual Super Lawyer magazine, an honor awarded to no more than
6 five percent of all attorneys in Southern California each year.

7 9. Tuvia Korobkin is a 2009 graduate of UCLA School of Law. Mr. Korobkin was
8 admitted to the California State Bar in December 2009. Since that time, Mr. Korobkin has
9 practiced almost exclusively in the area of employment litigation, with significant experience
10 prosecuting wage and hour class and representative actions. Mr. Korobkin has been an attorney
11 at my firm since February 2016, first as an associate and, since December 2019, as a Partner. Mr.
12 Korobkin is currently staffed on approximately thirty (30) active wage and hour class and PAGA
13 actions in which he plays a primary role. Mr. Korobkin has been appointed as class counsel in
14 dozens of wage and hour class action settlements in state and federal courts throughout California.

15 10. Alexandra R. McIntosh, an Associate at our firm who is also counsel of record for
16 Plaintiff in this matter, is a 2017 graduate of University of California Irvine School of law. Ms.
17 McIntosh was admitted to the California State Bar in June 2018. Since that time, she has practiced
18 almost exclusively in employment litigation. Ms. McIntosh has been named class counsel in
19 numerous wage and hour class actions. Ms. McIntosh joined our firm in June 2020 and is currently
20 staffed on more than thirty (30) active wage and hour class and PAGA actions in which she plays
21 a significant role.

22 11. As counsel for Plaintiff and the proposed Settlement Class, I have been intimately
23 involved in every aspect of this case from its inception through the present, and I believe that the
24 proposed Settlement is an excellent result for the Settlement Class.

25 12. Ducommun is a global provider of manufacturing and engineering solutions for
26 customers in the aerospace, defense, and industrial markets, with three locations in California.
27 Plaintiff is a former non-exempt employee of Ducommun who worked for Ducommun in
28 California during the proposed Class Period.

13. On December 16, 2020, Plaintiff, through my office, filed the instant action, alleging claims for failure to pay overtime wages, meal and rest period violations, wage statement penalties, waiting time penalties, and a claim for unfair competition. On February 22, 2021, Plaintiff, through my office, filed the operative First Amended Complaint, which added a claim for PAGA civil penalties.

14. In preparation for mediation, the parties engaged in extensive informal discovery. Ducommun produced timekeeping and payroll records for about 25% of putative class members; its relevant wage and hour policies; a class list which each putative class member's hire date and termination date; and other relevant information. My office hired a labor economist with a Ph.D. in economics to assist in analyzing and extrapolating the data produced by Ducommun and assist in creating damages models. This discovery allowed the parties to assess the merits and value of Plaintiff's claims and Ducommun's defenses, as well as the chances for class certification.

15. The parties attended a full-day mediation on October 4, 2021 with Francis "Tripper" Ortman, Esq, an experienced and well-respected wage and hour class action mediator. The parties vigorously debated their legal positions, the likelihood of certification of Plaintiff's claims, and the legal bases for the claims and defenses. The parties did not reach a resolution at mediation. However, over the next several weeks, the parties continued their negotiations with Mr. Ortman's assistance and agreed to a settlement in principle. The parties then negotiated the finer terms of the settlement, ultimately resulting in the Settlement now before the Court. A true and correct copy of the Settlement is attached hereto as **Exhibit 1**. The Class Notice and Notice of Estimated Settlement Award are attached as **Exhibits A and B**, respectively, to the Settlement.

16. The monetary terms of the Settlement are summarized below:

• Gross Settlement Amount ("GSA"):	\$935,260.00
• Minus Court-approved attorneys' fees (one-third):	\$311,753.33
• Minus Court-approved verified costs (up to):	\$25,000.00
• Minus Court-approved Representative Payment:	\$7,500.00
• Minus Amount Set Aside as PAGA penalties:	\$50,000.00
• <u>Minus estimated settlement administration costs:</u>	<u>\$8,500.00</u>
Net Settlement Amount ("NSA"):	\$532,506.67
PLUS 25% "PAGA Amount" to Settlement Class:	\$12,500.00
Total Amount Paid to Settlement Class:	\$545,006.67

1 17. Ducommun represents that there are approximately 130 Settlement Class
2 members. Thus, the average Settlement Award is projected to be \$4,192.36.

3 18. Plaintiff alleges that Ducommun failed to pay all overtime wages to Plaintiff and
4 other Settlement Class members by failing to include the value of all non-discretionary
5 remuneration, including bonuses and shift differentials, into the “regular rate” of pay. Based on
6 Plaintiff’s review and extrapolation of the payroll records produced by Ducommun, and assuming
7 that every category of compensation at issue should have been incorporated into the “regular
8 rate,” Plaintiff estimated that Ducommun employees were underpaid by approximately \$365,393
9 during the Class Period. Ducommun contends the vast majority of additional payments at issue
10 are discretionary bonuses, discretionary end-of-year gifts, and/or percentage-of-total-earnings
11 bonuses and thus need not be included in the regular rate. Even if the Court found some of the
12 bonuses should have been included in the regular rate, Ducommun argues, the amount of
13 underpayment would be minimal and much lower than the amount Plaintiff alleges. Ducommun
14 also contends that differences in amount, type, and frequency of bonuses paid to employees would
15 require hundreds of mini-trials and render class certification of this claim inappropriate. Based on
16 these defenses, Plaintiff discounted the maximum exposure by 25% for risk of non-certification,
17 and by an additional 40% for risk of losing on the merits or failing to recover the full amount
18 sought, to arrive at a realistic exposure of \$164,427.

19 19. Plaintiff alleges that Ducommun often failed to provide full 30-minute meal
20 periods, since employees were required to be back at their work stations by the time a bell rang
21 at the 30-minute mark. Plaintiff also alleges that Ducommun failed to provide second meal
22 periods on shifts over 10 hours. Plaintiff’s analysis and extrapolation of Ducommun’s
23 timekeeping data revealed that there were approximately 64,788 shifts with first and/or second
24 meal period violations on shifts worked by Settlement Class members during the Class Period.
25 Plaintiff further calculated that the average rate of pay for putative class members during the Class
26 Period was approximately \$29.54. Thus, Plaintiff estimated Ducommun’s maximum exposure for
27 meal period violations at \$1,913,838. However, Ducommun argues it maintained legally-
28 compliant meal period policies throughout the Class Period, for both first and second meal

1 periods, and that under *Brinker* it is only required to “provide” the opportunity to take meal
2 periods, not “ensure” meal periods are taken. Ducommun further argues that its timekeeping
3 records reflect a very high compliance rate for first meal periods, and that employees have
4 executed declarations attesting that they always received proper meal periods, which demonstrate
5 that Ducommun takes its meal period obligations seriously and consistently relieves employees of
6 all duty for timely, 30-minute meal periods. Any failure by employees to take a timely, full 30-
7 minute meal period is the result of employee choice, Ducommun argues, not any Ducommun
8 policy or practice. Ducommun further points to its meal break schedule, which advises employees
9 that they have a 6-minute window to return from lunch after the 30-minute meal period.
10 Ducommun also argues that its Kronos timekeeping system automatically pays meal period
11 premiums whenever required; if an employee clocks out late for lunch, or clocks back in early
12 from lunch, the system is programmed to ask the employee why they clocked out late or clocked
13 back in early, and if the employee responds that it was required of them by management, a meal
14 period premium is paid. With respect to second meal periods, Ducommun points to second meal
15 period waivers signed by its employees as evidence that it does, in fact, provide second meal
16 periods on shifts over 10 hours, and that any employee’s failure to take a second meal period is a
17 result of waiver, not any policy or practice of Ducommun. Lastly, Ducommun argues
18 individualized inquiries would be required to determine whether individual employees in different
19 departments missed a meal period or did not receive a compliant meal period on each individual
20 shift, and why any meal period was otherwise non-compliant or missed, thereby precluding
21 certification of this claim. Given these defenses, Plaintiff discounted Ducommun’s maximum
22 exposure by 45% to account for the risk of non-certification, and an additional 60% to account
23 for Ducommun’s defenses on the merits and the possibility of not recovering the full amount
24 sought, to arrive at an estimated total of \$421,044.

25 20. Plaintiff alleges that Ducommun failed to authorize and permit all legally required
26 rest periods, including third rest periods on shifts over 10 hours. Plaintiff’s analysis of
27 Ducommun’s timekeeping data revealed approximately 42,161 shifts over 10 hours worked by
28 Settlement Class members during the Class Period. Plaintiff thus estimated Ducommun’s

1 exposure at \$1,245,436 (42,161 * \$29.54 rest period premium). For its part, Ducommun argues
2 that in practice, it has always authorized and permitted the proper number and duration of rest
3 periods, and that this is demonstrated through its written break schedules which provide for third
4 rest periods on shifts over 10 hours, as well as through employee declarations, which attest that
5 employees always receive all required rest periods. Thus, Ducommun argues, any failure by
6 employees to take a rest period is the result of employee choice rather than a Ducommun policy
7 or practice. Finally, Ducommun argues this claim is not amenable to class treatment as
8 individualized inquiries would be required to determine whether individual employees missed a
9 rest period on any particular shift, and if so, why the rest period was missed, resulting in a series
10 of unmanageable mini-trials. This manageability issue is especially present with respect to rest
11 periods, Ducommun argues, since rest periods are not – and need not be – recorded. In light of
12 these defenses, Plaintiff discounted Ducommun’s maximum exposure by 50% for risk of non-
13 certification, and an additional 65% for risk of losing on the merits, to arrive at an estimated
14 realistic exposure of \$217,951 for this claim.

15 21. As a result of the foregoing alleged violations, Plaintiff asserts Ducommun failed
16 to comply with its wage statement obligations. Plaintiff further alleges that Ducommun failed to
17 include all applicable rates of pay on employees’ wage statements. Data provided by Ducommun
18 reflected that there were approximately 3,913 pay periods worked by Settlement Class members
19 within the one-year liability window under Labor Code § 226. In calculating Ducommun’s
20 exposure, Plaintiff assumed she could recover the “initial” wage statement penalty of \$50 for each
21 violation, for a total of \$195,650 (3,913 pay periods * \$50) in potential penalties. However, in
22 addition to its arguments regarding Plaintiff’s underlying claims – which Plaintiff would need to
23 overcome in order to prevail on a derivative wage statement claim – Ducommun further contends
24 that any alleged wage statement violations could not be shown to be “knowing and intentional,”
25 particularly given its good-faith defenses; that Plaintiff cannot show she or other employees
26 “suffer[ed] injury” due to alleged wage statement violations, as required by Lab. Code § 226(e);
27 and that the wage statements always accurately reflected amounts *paid* to employees. As for the
28 direct wage statement claim, Ducommun argues no employee could demonstrate “injury” based

on an alleged failure to include rates of pay, since an employee would simply need to perform the “simple math” of dividing the amount paid by the hours worked, in order to arrive at the rate of pay. Based on these defenses, Plaintiff discounted the maximum exposure by 30% for risk of non-certification, and by an additional 50% for risk of losing on the merits or failing to recover the full amount sought, for an estimated realistic exposure of \$68,478.

22. Plaintiff further asserts that, as a result of its failure to pay wages, Ducommun failed to comply with its final payment obligations and therefore owes former employees waiting time penalties under Labor Code § 203. Based on data provided by Ducommun, there are approximately 82 employees who separated their employment with Ducommun since December 16, 2017. Based on the average rate of pay of \$29.54, Plaintiff estimated an average waiting time penalty of \$7,090 ($\$29.54 \times 8 \text{ hours} \times 30 \text{ days}$), and calculated Ducommun’s maximum potential waiting time penalty exposure as approximately \$581,380 ($82 \times \$7,090$). However, Ducommun asserts it has strong, good-faith defenses to Plaintiff’s underlying claims and thus, even if Plaintiff were able to recover on her underlying claims, she would not be able to recover waiting time penalties since waiting time penalties are not available where the employer has a “good faith defense” to the underlying wage claim. Moreover, because the waiting time claim is derivative of Plaintiff’s underlying claims, Plaintiff would need to overcome Ducommun’s defenses, both as to class certification and as to the merits, to her underlying claims. Based on these defenses, Plaintiff discounted Ducommun’s maximum exposure by 30% for risk of non-certification and by an additional 55% for risk of losing on the merits, to arrive at an estimated total of \$183,135.

23. Plaintiff also seeks civil penalties under PAGA based on the aforementioned claims. Plaintiff estimated a maximum PAGA exposure of \$319,300, based on approximately 3,193 pay periods worked by Settlement Class members during the PAGA Period at the \$100 “initial” violation rate under Lab. Code § 2699(f). Ducommun contends Plaintiff’s PAGA claim fails because the underlying claims fail, for the reasons described above. In addition, Ducommun argues that even if Plaintiff were to prevail on some of her underlying claims, she could not show a violation in each pay period in the PAGA Period. For example, Ducommun contends Plaintiff would not be able to show a short meal period for every employee in every pay period in the

1 PAGA Period. Ducommun further maintains that given its good-faith defenses, the Court would
2 substantially reduce PAGA civil penalties even if it were to find in favor of Plaintiff on one or
3 more of her underlying claims. Thus, Plaintiff discounted the maximum figure by 50% for risk of
4 losing on the merits and/or not recovering a PAGA penalty for each pay period, and by an
5 additional 60% for risk of the Court reducing penalties, to arrive at an estimated exposure of
6 \$63,860.

7 24. Using these estimated figures, Plaintiff predicted the realistic total recovery for the
8 Class would be approximately \$1,118,895. The proposed settlement of \$935,260.00 therefore
9 represents over 83% of Plaintiff's reasonably forecasted recovery.

10 25. At final approval, Plaintiff's counsel will request attorneys' fees of one-third of
11 the Gross Settlement Award (currently estimated at \$311,753.33), and up to \$25,000 in litigation
12 costs. My office has incurred substantial attorneys' fees conducting pre-filing investigation;
13 analyzing Plaintiff's claims; conducting legal research; analyzing timekeeping, payroll, and other
14 data with the assistance of our retained expert to create a comprehensive damages model;
15 preparing for and attending mediation; negotiating and preparing the Settlement Agreement;
16 preparing this Motion; and otherwise prosecuting this case. I anticipate that my office will incur
17 significant future attorneys' fees in overseeing the Notice process, fielding phone calls from
18 Settlement Class members, preparing the Final Approval Motion and supporting documents, and
19 appearing at the Final Approval Hearing.

20 26. As will be fully briefed at final approval, Plaintiff's requested incentive payment
21 is in recognition of the time and effort she expended on behalf of the Settlement Class, including
22 providing factual information and documents to my office, identifying potential witnesses,
23 attending meetings with my office to, among other things, discuss the claims and theories at issue
24 in the litigation, and otherwise actively participating in the prosecution of this case.

25 27. Although the parties engaged in significant informal discovery, they had not
26 completed formal written and deposition discovery, which would have required expenditure of
27 substantial time and resources. Plaintiff also still had to file for class certification. Even if Plaintiff
28 obtained certification, the parties would incur considerable attorneys' fees and costs through a

1 possible decertification motion, motions for summary judgment, trial, and potential appeals.

2 I declare under penalty of perjury under the laws of the State of California that the
3 foregoing is true and correct. Executed on June 29, 2022, at El Segundo, California.

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6 Paul K. Haines
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EXHIBIT 1

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement” or “Settlement”) is reached by and between Plaintiff Alma Barriga (“Plaintiff”), individually and on behalf of all members of the Settlement Class (defined below), on one hand, and Defendants Ducommun Aerostructures, Inc. and Ducommun Incorporated, (“Defendants” or “Ducommun”), on the other hand. Plaintiff and Defendants are referred to herein collectively as the “Parties.” Plaintiff and the Settlement Class are represented by Paul K. Haines, Tuvia Korobkin, and Alexandra R. McIntosh of Haines Law Group, APC (“Class Counsel”). Defendants are represented by Joel P. Kelly and Eve Tilley-Coulson of Jackson Lewis P.C.

On December 16, 2020, Plaintiff filed a class action lawsuit against Defendants in San Bernardino County Superior Court, in the matter titled *Alma Barriga v. Ducommun Incorporated, et al.*, Case No. CIVSB2028738 (the “Action”). On February 22, 2021, Plaintiff filed the operative First Amended Class and Representative Action Complaint (“Complaint”) alleging the following causes of action: (i) failure to pay all overtime wages; (ii) meal period violations; (iii) rest period violations; (iv) wage statement violations; (v) waiting time penalties; (vi) unfair competition as a result of the aforementioned violations (Bus. & Prof. Code § 17200 *et seq.*); and (vii) civil penalties pursuant to the Private Attorneys General Act of 2004 (“PAGA”), California Labor Code § 2698 *et seq.*, as a result of the aforementioned violations.

Given the uncertainty of litigation, Plaintiff and Defendants wish to settle both individually and on behalf of the Settlement Class (defined below). Accordingly, Plaintiff and Defendants agree as follows:

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

All current and former non-exempt employees who worked for Defendant Ducommun Aerostructures, Inc. in California at any time from December 16, 2016 through August 29, 2021 (“Class Period”) and who did not sign an individual settlement and release.

Defendants represent there are approximately 130 Settlement Class members.

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

2. **Release by Settlement Class Members and Plaintiff.** As of the date that (i) the Effective Date (as defined below) occurs and (ii) the settlement is fully funded, Plaintiff and every member of the Settlement Class will fully release and discharge Defendants and any of Defendants’ past or present officers, directors, employees, agents, principals, representatives, fiduciaries, attorneys, accountants, auditors, consultants, partners, investors, shareholders, administrators, insurers and

reinsurers, parent companies, subsidiaries, divisions, predecessors, successors, or assigns (collectively, the “Released Parties”), as follows:

- A. Settlement Class members (except those who opt-out) shall release all claims alleged in the Complaint, or which could have been alleged based on the facts alleged in the Complaint, arising from their employment with Ducommun Aerostructures, Inc. during the Class Period, including claims for: (a) failure to pay all overtime wages; (b) meal period violations; (c) rest period violations; (d) wage statement violations; (e) waiting time penalties; and (g) all claims for unfair business practices premised on the above-mentioned violations, including but not limited to alleged violations of California Labor Code sections 201-203, 204, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1194, 1198, relevant Industrial Welfare Commission Wage Order(s), and Business and Professions Code section 17200 *et seq.*, as well as claims for interest, costs, attorneys’ fees, compensatory damages, and all claims for restitution and other equitable relief, injunctive relief, liquidated damages, and any other remedies available under the law (“Class Member Released Claims”). In addition, all Settlement Class members (regardless whether they opt out) who worked for Ducommun Aerostructures, Inc. at any time from December 16, 2019 through August 29, 2021 (the “PAGA Period”) shall release Defendants from all claims for civil penalties under PAGA based on the above-mentioned violations, arising from their employment with Ducommun Aerostructures, Inc. during the PAGA Period (the “PAGA Released Claims”).
- B. In light of Plaintiff’s Class Representative Enhancement Award, Plaintiff has agreed to release, as an individual and in addition to the Class Member Released Claims and PAGA Released Claims described above, all claims, whether known or unknown, under federal law or state law, against the Released Parties, arising from her employment with Ducommun Aerostructures, Inc., through the date this Settlement Agreement is signed by Plaintiff (“Plaintiff’s Released Claims”). The Parties understand and agree that Plaintiff is not, by way of this release, releasing any claims for or related to workers compensation, unemployment insurance, or any other claims which cannot be released as a matter of law. Plaintiff understands that this release includes unknown claims and that Plaintiff is, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

3. **Gross Settlement Amount.** As consideration, Defendants agree to pay a non-reversionary gross settlement amount (“Gross Settlement Amount”) of Nine Hundred Thirty-Five Thousand Two Hundred Sixty Dollars and Zero Cents (\$935,260.00) in full and complete settlement of the Action, as follows:

- A. The Parties have agreed to engage Phoenix Settlement Administrators as the “Settlement Administrator” to administer this Settlement.
- B. The term “Effective Date” means: (i) the date on which the Settlement Agreement has received Final Approval by the Court and there were no timely objections or intervener requests filed, or that any timely objections and/or interveners have been withdrawn; or (ii) in the event that one or more timely objections or interventions has/have been filed and not withdrawn, the date immediately following the passage of the applicable date for an objector or intervener to seek appellate review of the Court’s order of Final Approval, without a timely appeal having been filed; or (iii) in the event that a timely appeal of the Court’s order of Final Approval has been filed, then the Effective Date shall occur when the applicable appellate court has rendered a final decision or opinion affirming the Court’s Final Approval order without material modification, and the applicable date for seeking further appellate review has passed, or the date that any such appeal has been either dismissed or withdrawn by the appellant.
- C. Defendants shall deposit the Gross Settlement Amount with the Settlement Administrator within 30 days of the Effective Date.
- D. This is a non-reversionary settlement. The Gross Settlement Amount includes:
 - (1) All payments (including interest) to the Settlement Class;
 - (2) All costs of the Settlement Administrator which are anticipated to be no greater than Eight Thousand Five Hundred Dollars and Zero Cents (\$8,500.00);
 - (3) Up to Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for Plaintiff’s Class Representative Enhancement Award, in recognition of Plaintiff’s contributions to the Action and Plaintiff’s services to the Settlement Class;
 - (4) Up to one-third of the Gross Settlement Amount in Class Counsel’s attorneys’ fees (currently estimated to be \$311,753.33), plus actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00); and
 - (5) Fifty Thousand Dollars and Zero Cents (\$50,000.00) of the Gross Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), 75% of such penalties, or Thirty-Seven Thousand Five Hundred Dollars and Zero Cents (\$37,500.00), will be payable to the Labor & Workforce Development Agency (“LWDA”), and the remaining 25%, or Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00), will be payable to certain Settlement Class members as the “PAGA Amount,” as described below.

- (6) Defendants will not oppose the reasonableness of these requests. Any reduction by the Court of these requests will revert to the Settlement Class members who do not opt out.

E. **Employer Payroll Taxes.** The Gross Settlement Amount does not include employer-side payroll taxes, which shall be paid by Defendants separate from, and in addition to, the Gross Settlement Amount. The employer-side taxes shall be deposited by Defendants with the Settlement Administrator at the same time it pays the Gross Settlement Amount.

F. **Escalator Clause.** Defendants represent that Settlement Class members collectively worked an estimated 23,348 total workweeks during the Class Period. The Parties agree that this is a material term of the Settlement. If the actual number of workweeks worked by Settlement Class members during the Class Period is more than 5% greater than 23,348 (i.e., if there are 24,516 or more total workweeks), then the Gross Settlement Amount shall increase proportionately with the increase in workweeks (e.g., if the number of total workweeks is 7% higher than 23,348, the Gross Settlement Amount will increase by 7%).

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

A. The Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for Class Counsel’s attorneys’ fees, Class Counsel’s costs and expenses, the Class Representative Enhancement Award, the Settlement Administrator’s fees and expenses for administration, and the amount set aside as PAGA civil penalties. The remaining amount shall be known as the “Net Settlement Amount.”

B. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class member’s Settlement Award based on the following formula:

- i. Payments to all participating Settlement Class members: Seventy-five percent (75%) of the Net Settlement Amount will be distributed to all participating Settlement Class members based on each participating Settlement Class member’s proportionate workweeks worked for Ducommun Aerostructures, Inc. in California (“Workweeks”) during the Class Period, and which shall be calculated by multiplying 75% of the Net Settlement Amount by a fraction, the numerator of which is the participating Settlement Class member’s number of Workweeks worked during the Class Period, and the denominator of which is the total Workweeks worked by all participating Settlement Class members during the Class Period.
- ii. Waiting Time Amount: Fifteen percent (15%) of the Net Settlement Amount shall be designated as the “Waiting Time Amount.” Each participating Settlement Class member whose employment with

Ducommun Aerostructures, Inc. ended at any time from December 16, 2017 through August 29, 2021 shall receive an equal, pro-rata share of the Waiting Time Amount.

- iii. Wage Statement Amount: Ten percent (10%) of the Net Settlement Amount shall be designated as the “Wage Statement Amount.” Each participating Settlement Class member who was employed by Ducommun Aerostructures, Inc. at any time from December 16, 2019 to August 29, 2021 (“Wage Statement Period”) shall receive a portion of the Wage Statement Amount proportionate to the number of pay periods that he or she worked for Ducommun Aerostructures, Inc. in California (“Pay Periods”) during the Wage Statement Period, and which shall be calculated by multiplying 10% of the Net Settlement Amount by a fraction, the numerator of which is the participating Settlement Class member’s number of Pay Periods worked during the Wage Statement Period, and the denominator of which is the total Pay Periods worked by all participating Settlement Class members during the Wage Statement Period.
- iv. PAGA Amount: In addition to the Net Settlement Amount, each Settlement Class member (regardless whether they opt out) who was employed by Ducommun Aerostructures, Inc. in California at any time during the PAGA Period shall receive a portion of the \$12,500.00 of the Gross Settlement Amount that has been designated as the “PAGA Amount” (as indicated above), proportionate to the number of Pay Periods that he or she worked during the PAGA Period, and which shall be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the Settlement Class member’s number of Pay Periods worked during the PAGA Period, and the denominator of which is the total Pay Periods worked by all Settlement Class members during the PAGA Period. Settlement Class members whose Settlement Award includes payments from both the Net Settlement Amount and the PAGA Amount will have both amounts aggregated in one check.

- C. **Calculation of Individual Settlements.** Within ten (10) Court days of the Effective Date, the Settlement Administrator will calculate Settlement Award amounts, as well as the amount of the employer’s share of payroll taxes due on the wage portion of the Settlement Awards, and provide the same to counsel for review and approval.
- D. **Payment of Individual Settlements.** Within ten (10) Court days following Defendant’s deposit of the Gross Settlement Amount with the Settlement Administrator, and after receiving approval of its Settlement Award calculations from counsel, the Settlement Administrator will prepare and mail Settlement Shares to Settlement Class members, less applicable taxes and withholdings.
- E. For tax purposes, each Settlement Award shall be allocated as follows: any payment made from the PAGA Amount shall be treated as 100% penalties. Any payment made from the Net Settlement Amount shall be allocated as one-third (1/3) wages, one-third (1/3) penalties, and one-third (1/3) interest. The Settlement Administrator

will be responsible for issuing to Settlement Class members an IRS Form W-2 (for amounts paid as wages) and an IRS Form 1099 (for amounts paid as penalties and interest). Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans. Moreover, each Settlement Class member is responsible for the proper tax treatment of his/her Settlement Award, and neither Plaintiff, Defendants, nor their respective counsel are providing tax advice with respect to the proper tax treatment of Settlement Awards.

- F. Each member of the Settlement Class who is mailed a Settlement Award check must cash that check within 180 days from the date the Settlement Administrator mails it. Funds from any check that is not cashed within 180 days of mailing to a Settlement Class member shall be paid to Time For Change, which is a 501(c)(3) organization dedicated to promoting the well-being of children.
- G. Neither Plaintiff nor Defendants (nor their respective counsel) shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

5. **Attorneys' Fees and Costs.** Defendants will not object to Class Counsel's request for a total award of attorneys' fees of up to one-third of the Gross Settlement Amount, which is currently estimated to be \$311,753.33. Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed \$25,000.00, from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when the Settlement Administrator pays the fee award approved by the Court.

6. **Class Representative Enhancement Award.** Defendants will not object to a request for a Class Representative Enhancement Award of up to \$7,500.00 to Plaintiff, for her time and risk in prosecuting this case and Plaintiff's services to the Settlement Class. This award will be in addition to Plaintiff's Settlement Award as a Settlement Class member, and shall be reported on an IRS Form 1099 issued by the Settlement Administrator.

7. **Settlement Administrator.** Defendants will not object to the appointment of Phoenix Settlement Administrators as Settlement Administrator. Defendants will not object to Plaintiffs seeking approval to pay up to \$8,500.00 for its services from the Gross Settlement Amount. The Settlement Administrator shall be responsible for formatting, translating into Spanish, and sending Notice Packets to the Settlement Class members, calculating Settlement Awards and preparing all checks and mailings, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount only after

Settlement Awards have been mailed to Settlement Class members. The Settlement Administrator shall also give notice of final judgment by posting the final judgment to its website.

8. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiff shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for settlement purposes only;
- B. Appointing Paul K. Haines, Tuvia Korobkin, and Alexandra R. McIntosh of Haines Law Group, APC as Class Counsel;
- C. Appointing Plaintiff Alma Barriga as Class Representative for the Settlement Class;
- D. Approving Phoenix Settlement Administrators as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice and Notice of Estimated Settlement Award, attached hereto as Exhibits A and B, respectively), and directing the mailing of the same; and
- G. Scheduling a Final Approval hearing.

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

- A. Within ten (10) business days after entry of an order preliminarily approving this Agreement, Defendants will provide the Settlement Administrator with the names, last known addresses, phone numbers, social security numbers, dates of employment, and Workweek and Pay Period data (“Class Data”) for each Settlement Class member.
- B. Within ten (10) business days from receipt of this information, the Settlement Administrator shall: (i) run the names of all Settlement Class members through the National Change of Address (“NCOA”) database to determine any updated addresses for Settlement Class members; (ii) update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Settlement Awards for each Settlement Class member, and receive approval from counsel of those calculations; and (iv) mail a Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. Requests for Exclusion. Any Settlement Class member who wishes to opt out of the Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within sixty (60) calendar days of the date of the initial mailing of the Notice Packets (the “Response Deadline”).

- i. The Notice Packet shall state that Settlement Class members who wish to exclude themselves from the class portion of the Settlement must prepare and submit a Request for Exclusion by the Response Deadline. The Request for Exclusion must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement, except a Request for Exclusion not containing a Settlement Class member's telephone number and/or last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement (except for any amount due to him or her from the PAGA Amount, if applicable) and will not be bound by the terms of the Settlement (except for the PAGA release, if applicable) or have any right to object, appeal or comment thereon.
 - ii. At no time will the Parties or their counsel seek to solicit or otherwise encourage any Settlement Class member to object to the Settlement or opt out of the Settlement Class or encourage any Settlement Class member to appeal from the final judgment.
- D. Objections. Members of the Settlement Class who do not opt out may object to this Settlement Agreement as explained in the Class Notice by mailing a written objection to the Settlement Administrator (who shall serve all objections as received on Defendants' counsel and Class Counsel, who will file all such objections with the Court) within the Response Deadline. Defendants' counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval, unless the objections are submitted within ten (10) days of the Motion for Final Approval filing deadline, in which case Defendants' counsel and Class Counsel shall have ten (10) days to file a response to the objections. To be valid, any objection must be in writing and: (1) contain the objecting Settlement Class member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no later than the Response Deadline. Objecting Settlement Class members may, but need not, appear at the Final Approval Hearing to argue their written objection. Any attorney seeking to represent an objecting Settlement Class member at the Final Approval

Hearing must submit a Notice of Appearance to the Court and serve it on all counsel, no later than the Response Deadline.

- E. Notice of Estimated Settlement Award / Disputes. Each Notice Packet mailed to a Settlement Class member shall disclose the amount of the Settlement Class member's estimated Settlement Award as well as the information that was used to calculate the Settlement Award. Settlement Class members will have the opportunity, should they disagree with Defendants' records regarding the information stated in the Notice of Estimated Settlement Award, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Settlement Awards under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Settlement Award shall be binding upon the Settlement Class member and the Parties.
- F. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within three (3) business days of obtaining the updated address. Settlement Class members to whom Notice Packets are re-sent after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to mail a Request for Exclusion, Objection, or dispute. Notice Packets that are re-sent shall inform the recipient of this adjusted deadline, if applicable. If a Settlement Class member's Notice Packet is returned to the Settlement Administrator more than once as non-deliverable, then an additional Notice Packet need not be mailed. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defendant's Counsel to provide notice of the proposed settlement.

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

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;

- B. Approving Plaintiff's and Class Counsel's application for attorneys' fees and costs, Class Representative Enhancement Award, settlement administration costs, and payment to the LWDA for its share of civil penalties under PAGA; and
- C. Entering judgment pursuant to California Rule of Court 3.769. Said judgment shall be posted on the website of the Settlement Administrator.

11. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or wrongdoing or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If the Effective Date does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

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

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

if to Plaintiff: Paul K. Haines of Haines Law Group, APC
2155 Campus Drive, Suite 1550, El Segundo, CA 90245
phaines@haineslawgroup.com

if to Defendants: Joel P. Kelly and Eve Tilley-Coulson of Jackson Lewis P.C.
725 South Figueroa Street, Suite 2500, Los Angeles, CA 90017
joel.kelly@jacksonlewis.com;
eve.tilley-coulson@jacksonlewis.com

14. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

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

16. **Nondisclosure and Nonpublication.** Plaintiff and Class Counsel agree not to disclose or publicize the Settlement Agreement contemplated herein, the fact of the Settlement Agreement,

its terms or contents, or the negotiations underlying the Settlement Agreement, in any manner or form, directly or indirectly, to any person or entity, except to Settlement Class members and as shall be contractually required to effectuate the terms of the Settlement Agreement as set forth herein, and except to Plaintiff's spouse or to his attorneys or tax preparers as necessary for those professionals to provide their professional services to Plaintiff. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the names of the Parties in this Action, the venue/case number of this Lawsuit, and a general description of the Lawsuit, to a court in a declaration by Class Counsel. Class Counsel may also include a general description of the Settlement on its website, without including the name of Defendants or Plaintiff or the case name or number.

17. **Enforcement and Continuing Jurisdiction of the Court.** To the extent consistent with class action procedure, this Settlement Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6. The Court shall retain continuing jurisdiction over the Action and over all Parties and Settlement Class members, to the fullest extent to enforce and effectuate the terms and intent of this Settlement Agreement, and to adjudicate any claimed breaches of this Settlement Agreement. The Court shall award reasonable attorneys' fees and costs to the prevailing party in any motion or action taken based on an alleged violation of any material term of this Settlement Agreement.

DATED: June 29, 2022

DUCOMMUN AEROSTRUCTURES, INC.

By: 
Name: Rajiv A. Tata
for Ducommun Aerostructures, Inc.

DATED: June 29, 2022

DUCOMMUN INCORPORATED

By: 
Name: Rajiv A. Tata
for Ducommun Incorporated

DATED:

PLAINTIFF ALMA BARRIGA

By: _____
Plaintiff and Settlement Class Representative

its terms or contents, or the negotiations underlying the Settlement Agreement, in any manner or form, directly or indirectly, to any person or entity, except to Settlement Class members and as shall be contractually required to effectuate the terms of the Settlement Agreement as set forth herein, and except to Plaintiff's spouse or to his attorneys or tax preparers as necessary for those professionals to provide their professional services to Plaintiff. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the names of the Parties in this Action, the venue/case number of this Lawsuit, and a general description of the Lawsuit, to a court in a declaration by Class Counsel. Class Counsel may also include a general description of the Settlement on its website, without including the name of Defendants or Plaintiff or the case name or number.

17. **Enforcement and Continuing Jurisdiction of the Court.** To the extent consistent with class action procedure, this Settlement Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6. The Court shall retain continuing jurisdiction over the Action and over all Parties and Settlement Class members, to the fullest extent to enforce and effectuate the terms and intent of this Settlement Agreement, and to adjudicate any claimed breaches of this Settlement Agreement. The Court shall award reasonable attorneys' fees and costs to the prevailing party in any motion or action taken based on an alleged violation of any material term of this Settlement Agreement.

DATED: DUCOMMUN AEROSTRUCTURES, INC.

By: _____
Name: _____
for Ducommun Aerostructures, Inc.

DATED: DUCOMMUN INCORPORATED

By: _____
Name: _____
for Ducommun Incorporated

DATED: June 28, 2022 PLAINTIFF ALMA BARRIGA

By: alma barriga
alma barriga (Jun 28, 2022 12:24 PDT)
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED: June 27, 2022

JACKSON LEWIS P.C.

By: 

Joel P. Kelly
Eve Tilley-Coulson
Attorneys for Defendants

DATED:

HAINES LAW GROUP, APC

By: _____
Paul K. Haines
Attorneys for Plaintiff

APPROVED AS TO FORM:

DATED:

JACKSON LEWIS P.C.

By: _____
Joel P. Kelly
Eve Tilley-Coulson
Attorneys for Defendants

DATED: June 28, 2022

HAINES LAW GROUP, APC

By:  _____
Paul K. Haines
Attorneys for Plaintiff

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

ALMA BARRIGA, as an individual and on behalf of
all others similarly situated,

Plaintiff,

vs.

DUCOMMUN INCORPORATED, a Delaware
corporation; DUCOMMUN AEROSTRUCTURES,
INC., a Delaware corporation; and DOES 1 through
100,

Defendants.

Case No. CIVSB2028738

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

To: All current and former non-exempt employees who worked for Defendant Ducommun Aerostructures, Inc. (“Ducommun”) in California at any time from December 16, 2016 through August 29, 2021, and did not sign an individual settlement and release. Collectively, these employees will be referred to as “Settlement Class members.”

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

Why should you read this notice?

The San Bernardino Superior Court (“Court”) has granted preliminary approval of a proposed class action settlement (the “Settlement”) in the case of *Alma Barriga v. Ducommun Incorporated, et al.*, San Bernardino Superior Court Case No. CIVSB2028738 (the “Action”). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

You may be entitled to money from this Settlement. Ducommun’s records show that you were employed by Ducommun in California as a non-exempt employee at some point between December 16, 2016 and August 29, 2021 (the “Class Period”). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

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

What is this case about?

Plaintiff Alma Barriga (“Plaintiff”) brought this Action against Ducommun seeking to assert claims on behalf of a class of current and former non-exempt employees who worked for Ducommun in California. Plaintiff is known as the “Class Representative,” and her attorneys, who also represent the interests of all Settlement Class members, are known as “Class Counsel.”

The Action alleges that Ducommun failed to pay Settlement Class members for all earned overtime wages and failed to provide all required meal and rest periods to Settlement Class members. The Action also alleges that Ducommun failed to provide Settlement Class Members with accurate itemized wage statements and failed to timely pay all final wages at the time of separation of employment, and as a result of the foregoing alleged violations, that Ducommun engaged in unfair business practices, and that Ducommun is liable for civil penalties under the Labor Code Private Attorneys General Act (“PAGA”).

Ducommun denies that it has done anything wrong, that the Action is appropriate to proceed as a class action, and that it owes Plaintiff or Settlement Class members any wages, restitution, penalties, or other damages. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Ducommun, which expressly denies all liability.

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

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

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

Who are the Attorneys?

Attorneys for the Plaintiff/Settlement Class members: HAINES LAW GROUP, APC Paul K. Haines phaines@haineslawgroup.com Tuvia Korobkin tkorobkin@haineslawgroup.com Alexandra R. McIntosh amcintosh@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 haineslawgroup.com	Attorneys for Defendant Ducommun: JACKSON LEWIS P.C. Joel P. Kelly joel.kelly@jacksonlewis.com Eve Tilley-Coulson eve.tilley-coulson@jacksonlewis.com 725 South Figueroa Street, Suite 2500 Tel: (213) 689-0404 Fax: (213) 689-0430 jacksonlewis.com
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What are the terms of the Settlement?

On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified a class, for settlement purposes only, of all current and former non-exempt employees who worked for Ducommun in California at any time between December 16, 2016 and August 29, 2021, who did not sign an individual settlement and release. Settlement Class members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Ducommun as described below.

Ducommun has agreed to pay \$935,260 (the "Gross Settlement Amount") to fully resolve all claims in the Action, including payments to Settlement Class members, attorneys' fees and expenses, Settlement Administration costs, PAGA civil penalties, and the Class Representative's Enhancement Award.

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

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$8,500 from the Gross Settlement Amount to pay the Settlement Administration costs.

Attorneys' Fees and Expenses. Class Counsel have been prosecuting the Action on behalf of the Settlement Class members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Gross Settlement Amount. Settlement Class members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for fees of up to one-third of the Gross Settlement Amount, which is estimated to be \$311,753.33, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Action through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$25,000 for verified costs Class Counsel incurred in connection with the Action.

Service Awards to Class Representative. Class Counsel will ask the Court to award the Class Representative an enhancement award in the amount of \$7,500 to compensate her for her service and extra work provided on behalf of the Settlement Class members.

PAGA Payment to State of California. \$37,500 will be paid to the California Labor & Workforce Development Agency ("LWDA"), representing 75% of the \$50,000 the parties have agreed to allocate to the settlement of Plaintiff's claim on behalf of the Settlement Class members under the PAGA. The remaining \$12,500 will be payable to certain of the Settlement Class members as the "PAGA Amount," as described below.

Calculation of Settlement Class Members' Individual Settlement Awards. After deducting the Court-approved amounts for attorneys' fees and costs, administration costs, PAGA penalties, and Class Representative Enhancement Award, the balance of the Gross Settlement Amount will form the Net Settlement Amount ("NSA"), which will be distributed to all Settlement Class members who do not exclude themselves from the Settlement (as described below). The NSA is estimated at approximately \$532,506.67. Together with the \$12,500 PAGA Amount, the total amount to be paid to Settlement Class members is estimated at approximately \$545,006.67. Individual Settlement Awards will be calculated as follows:

- (i) Payments to all participating Settlement Class members: Seventy-five percent (75%) of the NSA will be allocated to each Settlement Class member in proportion to the number of workweeks worked by each participating Settlement Class member during the Class Period.
- (ii) Wage Statement Amount: Ten percent (10%) of the NSA has been designated as the "Wage Statement Amount" and will be allocated to each Settlement Class member who was employed by Ducommun at any time between December 16, 2019 and August 29, 2021, in proportion to the number of pay periods that he or she worked for Ducommun during that time period.
- (iii) Waiting Time Amount: Fifteen percent (15%) of the NSA has been designated as the "Waiting Time Amount," and will be distributed equally to each participating Settlement Class member who separated their employment with Ducommun between December 16, 2017 and August 29, 2021.
- (iv) PAGA Amount: \$12,500 has been designated as the "PAGA Amount" and will be allocated to each Settlement Class member who was employed by Ducommun at any time from December 16, 2019 to August 29, 2021 (the "PAGA Period"), in proportion to the number of pay periods that he or she worked during the PAGA Period. Settlement Class members who are entitled to a portion of the PAGA Amount will receive their payment from the PAGA Amount even if they opt out of the Settlement.

Payments to Settlement Class Members. If the Court grants final approval of the Settlement and there are no objections to the Settlement, Settlement Awards will be mailed to Settlement Class members approximately 45 days after the Court grants final approval. Each Settlement check will be valid for 180 days from the date the Settlement Administrator mails it. Any funds payable to Settlement Class members whose checks were

not cashed within 180 days will be paid to Time for Change, a non-profit organization dedicated to promoting the well-being of children.

Allocation and Taxes. For tax purposes, each Settlement Award will be treated as follows: all amounts from the PAGA Amount will be treated as 100% penalties, and all amounts from the NSA will be treated as 1/3 wages, 1/3 penalties, and 1/3 interest. The Settlement Administrator will issue IRS forms W-2 for all amounts designated as “wages,” and will issue IRS forms 1099 for all amounts designated as penalties and interest. Settlement Class members are responsible for the proper income tax treatment of their Settlement Awards. The Settlement Administrator, Ducommun and its counsel, and Plaintiff and Class Counsel cannot provide tax advice. Accordingly, Settlement Class members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. If the Court approves the Settlement, the Settlement Class, and each Settlement Class member who has not submitted a timely and valid Request for Exclusion, will release Ducommun Aerostructures, Inc. and Ducommun Incorporated, and their past and present officers, directors, employees, agents, principals, representatives, fiduciaries, attorneys, accountants, auditors, consultants, partners, investors, shareholders, administrators, insurers and reinsurers, parent companies, subsidiaries, divisions, predecessors, successors, or assigns (collectively, the “Released Parties”) from all claims alleged in the operative First Amended Complaint in the Action (“Complaint”), or which could have been alleged based on the facts alleged in the Complaint, arising from their employment with Ducommun Aerostructures, Inc. during the Class Period, including claims for: (a) failure to pay all overtime wages; (b) meal period violations; (c) rest period violations; (d) wage statement violations; (e) waiting time penalties; and (g) all claims for unfair business practices premised on the above-mentioned violations, including but not limited to alleged violations of California Labor Code sections 201-203, 204, 226 et seq., 226.7, 510, 512, 516, 558, 1194, 1198, relevant Industrial Welfare Commission Wage Order(s), and Business and Professions Code section 17200 et seq., as well as claims for interest, costs, attorneys’ fees, compensatory damages, and all claims for restitution and other equitable relief, injunctive relief, liquidated damages, and any other remedies available under the law (“Class Member Released Claims”). In addition, all Settlement Class members (regardless whether they opt out) who worked for Ducommun Aerostructures, Inc. at any time during the PAGA Period shall release all claims for civil penalties under PAGA based on the above-mentioned violations, arising from their employment with Ducommun Aerostructures, Inc. during the PAGA Period (the “PAGA Released Claims”).

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

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your Settlement Share based on the number of workweeks you worked during the Class Period, the number of pay periods you worked between December 16, 2019 through August 29, 2021, and whether you ended your employment at any time from December 16, 2017 through August 29, 2021, as stated in the accompanying Notice of Estimated Settlement Award. You also will be bound by the Settlement, including the release of claims stated above.

What other options do I have?

Dispute Information in Notice of Settlement Award. As noted above, your estimated Settlement Award is based on the number of workweeks you worked during the Class Period, the number of pay periods you worked between December 16, 2019 through August 29, 2021, and whether your employment ended from December 16, 2017 through August 29, 2021. The information contained in Ducommun’s records regarding each of these factors, along with your estimated individual Settlement Award, is listed on the accompanying Notice of Estimated Settlement Award. If you disagree with the information in your Notice of Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Estimated Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than **<<RESPONSE DEADLINE>>**. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

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

Exclude Yourself from the Class Settlement. If you **do not** wish to take part in the class portion of the Settlement, you may exclude yourself by sending to the Settlement Administrator a written "Request for Exclusion" letter or card postmarked no later than <<RESPONSE DEADLINE>>, with your name, address, telephone number, last four digits of your social security number, and your signature. The Request for Exclusion must clearly state that you wish to exclude yourself from the Settlement, and must include the case name and number, *Barriga v. Ducommun Incorporated et al*, San Bernardino Superior Court Case No. CIVSB2028738.

Send the Request for Exclusion directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Any person who submits a timely Request for Exclusion from the Settlement shall, upon receipt by the Settlement Administrator, be barred from participating in the class portion of the Settlement, and shall receive no benefits from the Settlement (except for that Settlement Class member's share of the PAGA Amount, if applicable). **Do not submit both a Dispute and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Objecting to the Settlement. If you do not exclude yourself from the Settlement, you have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you must mail a written objection to the Settlement Administrator. Your written objection must include your name, address, as well as contact information for any attorney representing you regarding your objection, the case name and number, each specific reason in support of your objection, and any legal or factual support for each objection together with any evidence in support of your objection. Objections must be in writing and must be postmarked on or before <<RESPONSE DEADLINE>>.

You may also appear at the Final Approval Hearing scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> in Department S-26 of the San Bernardino County Superior Court, located at 247 W. Third Street, San Bernardino, CA. 92415. You have the right to appear either in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before <<RESPONSE DEADLINE>>. All objections or other correspondence must state the name and number of the case, which is *Barriga v. Ducommun Incorporated, et al.*, San Bernardino Superior Court Case No. CIVSB2028738.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class members who do not object. In other words, by submitting an objection to the Settlement you are not excluding yourself from the Settlement.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department S-26 of the San Bernardino County Superior Court, located at 247 W. Third Street, San Bernardino, CA. 92415. The Court also will be asked to rule on Class Counsel's request for attorneys' fees, reimbursement of costs and expenses, the Service Award to the Class Representative, the payment to the LWDA, and payment to the Settlement Administrator. **You are not required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing.**

If you intend to attend the Final Approval Hearing or otherwise visit the Court, please visit the Court's website, <https://www.sb-court.org>, for information regarding Court operations during COVID-19.

How can I get additional information?

This Notice is only a summary of the Action and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the San Bernardino County Superior Court, located at 247 W. Third Street, San Bernardino, CA. 92415, during regular court hours. You may also download case-related documents from the Court's website, for a fee. You may also contact Class Counsel using the contact information listed above for more information.

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

REMINDER AS TO TIME LIMITS

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

EXHIBIT B

NOTICE OF ESTIMATED SETTLEMENT AWARD

ALMA BARRIGA v. DUCOMMUN INCORPORATED, ET AL.
SAN BERNARDINO COUNTY SUPERIOR COURT CASE NO. CIVSB2028738

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

(I) Please type or print your name:

(First, Middle, Last)

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

Former Names (if any)

New Street Address

City

State

Zip Code

(III) Information Used to Calculate Your Settlement Award:

According to Ducommun Aerostructures, Inc.'s (Ducommun) records:

- (a) you worked [REDACTED] workweeks between December 16, 2016 and August 29, 2021 for Ducommun;
- (b) you worked [REDACTED] pay periods between December 16, 2019 and August 29, 2021 for Ducommun; and
- (c) your employment with Ducommun <<DID/DID NOT>> end between December 16, 2017 and August 29, 2021.

Based on the above, your Settlement Award is estimated at \$[REDACTED].

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

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

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