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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF KERN, BAKERSFIELD COURT

LEOPOLDO ORDAZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

METLANG LLC, a Delaware limited liability
company; and DOES 1 through 50, inclusive,

Defendant.

Case No. BCV-20-102983

Assigned for All Purposes to:
Hon. Thomas S. Clark, Dept 17.

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

Action Filed:
Trial Date:

December 22, 2020
None Set

1 IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff LEOPOLDO
2 ORDAZ, (“Class Representative” or “Plaintiff”), on behalf of himself and all other similarly
3 situated, and Defendant METLANG, LLC (“Defendant”) (Plaintiff and Defendant are collectively
4 referred to as the “Parties”), on the other hand, as set forth below:

5 **I. The Conditional Nature of This Stipulation.**

6 This Joint Stipulation of Class Action Settlement and Release, including all associated
7 exhibits or attachments (herein “Stipulation”), is made for the sole purpose of resolving the above-
8 captioned matter (the “Litigation”) on a class-wide basis. This Stipulation and the settlement it
9 evidences is made in compromise of disputed claims. Because the Litigation was filed as a class
10 action, this settlement must receive preliminary and final approval from the Court. Accordingly,
11 Defendant and the Class Representative enter into this Stipulation and associated settlement on a
12 conditional basis. In the event that the Court does not execute and file the Order Granting Final
13 Approval of Settlement, or in the event that the Court does not enter the Judgment (as defined
14 below), or in the event that the associated Judgment does not become Final (as defined below) for
15 any reason, this Stipulation shall be deemed null and void, it shall be of no force or effect
16 whatsoever, it shall not be referred to or used for any purpose whatsoever, and the negotiation,
17 terms and entry of it shall remain subject to the provisions of California *Evidence Code* sections
18 1119 and 1152.

19 Defendant denies all of the claims as to liability, damages, and restitution, as well as the
20 class allegations asserted in the Litigation. Defendant has agreed to resolve this Litigation via this
21 Stipulation, but to the extent this Stipulation is deemed void or does not take effect, Defendant
22 does not waive, but rather expressly reserves all rights to challenge all such claims and allegations
23 in the Litigation upon all procedural and factual grounds, including without limitation, the ability
24 to challenge class treatment on any grounds or to assert any and all defenses or privileges. The
25 Class Representative and his counsel agree that Defendant retains and reserves these rights. In
26 particular, the Class Representative and his counsel waive and agree not to argue or to present any
27 argument that Defendant would be estopped from contesting class certification because they have
28 entered into this Stipulation. In addition, the settling parties recognize and agree that under

1 California law, which is applicable here, courts impose a lesser burden for certification for
2 settlement classes than they do for contested classes.

3 **II. The Parties to this Stipulation.**

4 This Stipulation (with the associated exhibits) is made and entered into by and among the
5 following parties (collectively, the “Settling Parties”): (i) the Class Representative Leopoldo
6 Ordaz (on behalf of himself and each of the members the class), with the assistance and approval
7 of his counsel (the “Class Counsel”) and (ii) Defendant Metlang, LLC with the assistance of its
8 counsel of record in the Litigation. The Stipulation is intended by the Settling Parties to result in a
9 Judgment and to fully, finally, and forever resolve, discharge and settle the released claims upon
10 and subject to the terms and conditions hereof.

11 **III. Procedural Posture.**

12 On December 22, 2020, Plaintiff filed a class and representative action lawsuit against
13 Defendant. In the Complaint, Plaintiff asserted claims against Defendant for (1) violation of the
14 Labor Code Section 226(a) and (2) violation of the Private Attorney General Act (PAGA), Labor
15 Code Section 2698 *et seq.*

16 **IV. Defendant’s Denial of Wrongdoing or Liability.**

17 Defendant denies all of the claims and contentions alleged by the Class Representative in
18 the Litigation, including defenses based on liability, class certification, and damages.
19 Nonetheless, Defendant has concluded that to continue the Litigation would be protracted and
20 expensive and that it is desirable that the Litigation be fully and finally settled in the manner and
21 upon the terms and conditions set forth in this Stipulation. In addition, Defendant has taken into
22 account the uncertainty and risks inherent in any litigation, particularly class action litigation,
23 which includes unique and time-consuming procedural requirements governed by the California
24 Rules of Court. In light of the above, Defendant has determined that it is desirable and beneficial
25 to them that the Litigation be settled in the manner and upon the terms and conditions set forth in
26 this Stipulation.

27 **V. Claims of the Class Representative and Benefits of Settlement.**

28 The Class Representative believes that the claims asserted in the Litigation have merit and

that evidence developed to date supports the claims. The Class Representative and Class Counsel recognize and acknowledge, however, the expense and length of the type of continued proceedings necessary to prosecute the Litigation against Defendant through trial and through appeals. The Class Representative and Class Counsel have also taken into account the uncertain outcome and the risk of any litigation, especially in putative class actions such as this Litigation, as well as the difficulties and delays inherent in such litigation. The Class Representative and Class Counsel are also mindful of the inherent problems of proof in establishing and overcoming potential defenses to the claims asserted in the Litigation. In light of these considerations, the Class Representative and Class Counsel believe that the settlement set forth in the Stipulation confers substantial benefits and is in the best interests of the Class Representative and the Class.

VI. Terms of Stipulation and Agreement of Settlement.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and between the Class Representative, for himself and on behalf of all others similarly situated to him and as defined below, on the one hand, and Defendant on the other hand, with the assistance of their respective counsel of record, that, as among the Settling Parties, including all members of the Settlement Class, the Litigation and the Released Claims shall be finally and fully compromised, settled and released, subject to the terms and conditions of the Stipulation and the Judgment.

1. Definitions.

As used in all parts of this Stipulation (including the exhibits which are incorporated as part of the Stipulation), the following terms have the meanings specified below:

1.1 “Accurint Skip Tracing” means the utilization of Accurint, after the Reasonable Address Verification, to review the accuracy of and, if possible, to update a Class Member’s mailing address for a Class Member if a Class Member’s Class Notice is returned to the Settlement Administrator as undeliverable following the Reasonable Address Verification prior to the initial mailing of the Notice Packet.

1.2 “Aggrieved Employees” means, consistent with Labor Code section 2699(c), any person who was employed by Defendant Metlang, LLC and

1 who were paid wages at any time from June 27, 2019 through February 11,
2 2021 (the "PAGA Period").

3 1.3 "Defendant Metlang, LLC" means the defendant in the Litigation and an
4 alleged employer of the present and former employees who comprise the
5 Class.

6 1.4 "Defendant Releasees" or "Released Parties" means each Defendant, each
7 of its respective parent companies, subsidiaries, affiliates, current and
8 former management companies, shareholders, members, agents (including
9 without limitation, any investment bankers, accountants, insurers,
10 reinsurers, attorneys, and any past, present or future officers, directors, and
11 employees) predecessors, successors, and assigns.

12 1.5 "Settlement Administrator" means the third-party settlement administration
13 firm, Phoenix Settlement Administrators.

14 1.6 "Class" or "Class Members" means all current and former employees of
15 Defendant in the State of California who were paid wages at any time from
16 June 27, 2019 through February 11, 2021 (the "Class Period"). Defendant
17 represents that there are no more than 345 Class Members during the Class
18 Period.

19 1.7 "Class Counsel" and "Plaintiff's Counsel" means Larry Lee and/or
20 Kwanporn "Mai" Tulyathan of the Diversity Law Group, APC.

21 1.8 "Class Member Payout Fund" means the gross amount Defendant will pay
22 (subject to Court Approval and the occurrence of the Effective Date) to all
23 Participating Class Members, which amount is calculated by subtracting all
24 of the following from the Gross Settlement Sum:

25 (1) up to \$236,250.00 (35% of Gross Settlement Sum) to Class Counsel for
26 attorney fees;

27 (2) up to \$25,000.00 to Class Counsel for reimbursement of litigation costs;

28 (3) up to \$15,000.00 to the Class Representative as a service award and for

1 signing a general release and waiver of Civil Code § 1542;
2 (4) up to \$7,250.00 to the Settlement Administrator in administering this
3 Settlement; and
4 (5) \$30,000.00 for Private Attorney General Act civil penalties pursuant to
5 California Labor Code section 2698 et seq., to be paid to the California
6 Labor and Workforce Development Agency, representing 75% of the total
7 \$40,000.00 allocated to PAGA penalties, with the remaining 25%, or
8 \$10,000 to become part of the Class Member Payout Fund to be paid to
9 Participating Class Members.

10 1.9 “Class Notice Packet” (or “Notice Packet”) means the Class Notice in
11 substantially the same form as **Exhibit “A”** to this Agreement.

12 1.10 “Class Representative” means Plaintiff Leopoldo Ordaz, the individual
13 designated in the Complaint to serve as the official representative of the
14 Class.

15 1.11 “Court” means the Superior Court of the State of California, for the County
16 of Kern.

17 1.12 “Effective Date” means the date on which the Court grants Final Approval
18 of the Settlement.

19 1.13 “Experian Skip Tracing” means the utilization of Experian, after the
20 Reasonable Address Verification and Accurant Skip Tracing, to review the
21 accuracy of and, if possible, to update a mailing address for a Class Member
22 in the following scenario: Class Member’s Class Notice is returned to the
23 Claim Administrator as undeliverable.

24 1.14 “Final Approval” means that the Final Approval Order and Judgment
25 having been entered by the Court.

26 1.15 “Final Approval Hearing” means a hearing held before the Court to
27 consider Final Approval of the Settlement, whether and in what amount
28 attorneys’ fees and costs should be awarded to Class Counsel, and an

1 service payment award to the Plaintiff, and the merits of objections, if any,
2 to the Settlement set forth therein or any of its terms. This hearing is
3 intended to be the Final Approval Hearing required under California Rule of
4 Court 3.769(a).

5 1.16 "Gross Settlement Sum" (or "GSS") shall mean the total settlement amount
6 of \$675,000.00 to be paid by Defendant, subject to the occurrence of the
7 Effective Date of settlement, and includes Class Counsel's attorneys' fees in
8 a sum of up to \$236,250.00, and litigation costs of up to \$25,000.00, the
9 PAGA Penalties in the sum of \$40,000.00, settlement administration costs
10 to Phoenix Settlement Administrators not to exceed \$7,250.00, the Class
11 Representative service award to Plaintiff in the sum of up to \$15,000.00,
12 and the Individual Settlement Amount payments to Participating Class
13 Members. The Gross Settlement Sum is based on an agreement that the
14 number of weeks worked by Class Members during the Class Period does
15 not exceed 10,822 weeks.

16 1.17 "Individual Settlement Amount" shall mean the total gross amount due to
17 an individual Participating Class Member, inclusive of pre- and post-
18 judgment interest and penalties. Each Participating Class Member's
19 Individual Settlement Amount will be based on the number of weeks they
20 worked for Defendant during the Class Period, divided by the total number
21 of weeks all Participating Class Members worked during the Class Period.
22 This number will then be multiplied by the Net Settlement Amount to
23 determine the Individual Settlement Amount.

24 1.18 "Leopoldo Ordaz" or "Plaintiff Ordaz" or "Plaintiff" or "Class
25 Representative" means Leopoldo Ordaz, the named Plaintiff in the
26 Litigation and Class Representative.

27 1.19 "Judgment" means the judgment to be rendered by the Court pursuant to
28 this Stipulation. This Judgment shall be a judgment for purposes of

California Rule of Court 3.771(a).

1.20 “Last Known Address” means the most recently recorded mailing address for a Class Member, such information is contained in employment, payroll, or personnel records maintained by Defendant.

1.21 The “Litigation” shall mean the lawsuit pending in the Court presently styled *Leopoldo v. Metlang, LLC* Class Action, Kern County Superior Court, Case No. BCV-20-102983 filed on December 22, 2020.

1.22 “Labor and Workforce Development Agency” or “LWDA” means the California agency that pursuant to California Labor Code sections 2698 *et seq.* shall receive an amount equal to seventy-five percent (75%) of the amount paid for PAGA Penalties, or \$30,000.00, in settlement of the Litigation.

1.23 “Notice of Proposed Class Action Settlement” or “Class Notice(s)” means a notice titled “Notice of Proposed Class Action Settlement” to be approved by the Court, substantially in the form attached hereto as **Exhibit “A.”** The “Notice of Proposed Class Action Settlement” shall constitute the class notice pursuant to California Rule of Court 3.769(f) and, once approved by the Court, shall be deemed compliant with California Rule of Court 3.766(d).

1.24 “Notice Mailing Deadline” means the deadline for the Settlement Administrator to mail the Class Notices to Class Members, which shall be no later than thirty (30) calendar days after the Preliminary Approval Date.

1.25 “Notice Packet” means the Class Notice.

1.26 “Objection Deadline” means the deadline for a Class Member to object to the settlement, which date shall be indicated on the Class Notices mailed by the Settlement Administrator and which shall be postmarked no later than forty-five (45) calendar days after the Notice is mailed.

1.27 “Opt Out,” “Opt Outs.” or “Request for Exclusion” means a Class

1 Member's request to be excluded from the Settlement Class in the manner
2 specified in the Class Notice; a timely opt out must be received no later than
3 the Opt Out Deadline.

4 1.28 "Opt Out Deadline" means the deadline for a Class Member to Opt-Out of
5 the settlement, which date shall be indicated on the Class Notices mailed by
6 the Settlement Administrator and which shall be postmarked no later than
7 forty-five (45) calendar days after the Notice is mailed. The Opt Out
8 Deadline shall be extended by fifteen (15) calendar days for any Notices re-
9 mailed due to invalid addresses.

10 1.29 "Order of Final Approval and Entry of Judgment" or "Order Granting Final
11 Approval of Settlement and Entry of Judgment" shall mean the order and
12 judgment to be entered by the Court titled "Order Granting Final Approval
13 of Settlement and Entering Judgment," substantially in the forms attached
14 hereto as **Exhibit "C."** The "Judgment," shall constitute approval pursuant
15 to California Rule of Court 3.769(a).

16 1.30 "Participating Class Member" means any Class Members who do not timely
17 Opt Out of the settlement.

18 1.31 "PAGA Penalties" means the penalties pursuant to California Labor Code
19 sections 2698 *et seq.*, the Labor Code Private Attorneys General Act of
20 2004 ("PAGA"), that Settling Parties have agreed is a reasonable sum to be
21 paid in settlement of the PAGA claims included in the Litigation, which is
22 \$40,000.00. PAGA Penalties are to be approved by the Court pursuant to
23 Labor Code section 2699 and are to be distributed as follows: seventy-five
24 percent (75%) to the LWDA and twenty-five percent (25%) to Aggrieved
25 Employees.

26 1.32 "Person" means a natural person.

27 1.33 "Preliminary Approval Date" shall mean the date on which the Court grants
28 preliminary approval of the settlement.

1.34 “Preliminary Approval Order” or “Order Granting Preliminary Approval of Class Action Settlement” shall mean an order to be signed and filed by the Court following the hearing on the Motion for Order Granting Preliminary Approval of Class Action Settlement and which is substantially in the form attached hereto as **Exhibit “B.”** This Preliminary Approval Order shall constitute an order certifying provisional classes for settlement purposes only pursuant to California Rule of Court 3.769(d), approving the Class Notice and directing the mailing of the Notice Packet, and setting a final approval/fairness hearing pursuant to California Rule of Court 3.769(e).

1.35 “Reasonable Address Verification” shall mean the utilization of the National Change of Address Database maintained by the United States Postal Service to review the accuracy of and, if possible, update a mailing address.

1.36 “Released Claims” means upon final approval by the Court, each Participating Class Member who has not submitted a timely and valid Opt Out will be bound by the approval and judgment and thereby release the Released Parties from: claims that were or could have been alleged based on the facts and allegations in the Complaint, including failure to provide accurate wage statements pursuant to Labor Code section 226 that accrued during the Class Period and for claims for civil penalties under Labor Code section 2698 et seq. (Violation of the Private Attorneys General Act) that accrued during the PAGA Period.

1.37 In consideration for the service award and as an inducement for Defendant to enter into this Stipulation, Class Representative’s Released Claims (and only the Class Representative) additionally include any and all claims including Unknown Claims against Defendant that accrued during the Class Period, but does not include claims for: unemployment insurance, workers’ compensation benefits, state disability compensation, previously vested

benefits under any employer-sponsored benefits plan or claims under the Employment Retirement Income Security Act of 1974.

1.38 “Settlement Class” or “Settlement Class Members” or “Members of the Settlement Class” means any, or collectively all Class Members who do not Opt Out of the settlement by submitting Opt Outs pursuant to Paragraph 3.3.4 and, thus, become bound by the Judgment.

1.39 “Settling Parties” means Defendant Metlang, LLC and the Plaintiff Leopoldo Ordaz, on behalf of himself and as Class Representative of all Participating Class Members.

1.40 “Stipulation” means this agreement, the Stipulation and Agreement to Settle Class Action and all of its attachments and exhibits, which the Settling Parties understand and agree sets forth all material terms and conditions of the Settlement between them, and which is subject to Court approval.

1.41 “Updated Address” means a mailing address that was updated via a Reasonable Address Verification, via an updated mailing address provided by the United States Postal Service or a Class Member, via Accurant and/or Experian Skip Tracing, or via a Locator Service.

2. Settlement Amount, Timing of Payments, Tax Reporting Obligations, and Other Obligations of Defendant and the Settlement Administrator.

2.1.1. The total Gross Settlement Sum shall be Six Hundred-Seventy-Five Thousand Dollars (\$675,000.00).

2.1.2. Defendant shall fund the total Gross Settlement Sum no later than thirty days (30) calendar days after the Effective Date.

2.1.3. The Settlement Administrator will administer the settlement by establishing a toll-free telephone number and mailing address for receipt of Class Member communications, formatting and printing the Class Notice Packets; distributing the Class Notice Packets, performing skip traces on undeliverable Notice Packets, adjudicating Class Members’ disputes over dates during the Class Period and/or the number of weeks worked, providing Class

1 Counsel and counsel for Defendant with updates on the status of Opt Outs (including Class
2 Member names), calculating claims, and handling inquiries about the calculation of the Individual
3 Settlement Amounts. The actions of the Settlement Administrator shall be governed by the terms
4 of this Stipulation. The Settling Parties, through their counsel, may provide written information
5 needed by the Settlement Administrator pursuant to the Stipulation.

6 2.1.4. Defendant, through the Settlement Administrator, shall pay no later than
7 ten (10) calendar days after the receipt of the Gross Settlement Sum funds by the Settlement
8 Administrator from Defendant, the Court-approved: (1) attorneys' fees and litigation costs to
9 Class Counsel as described in subsection (a) below; (2) the Class Representative service award as
10 set forth in subsection (b) below; (3) the fees and costs to the Settlement Administrator as set
11 forth in subsection (c) below; and (4) the PAGA Penalties to the LWDA as set forth in subsection
12 (d) below.

13 (a) Attorneys' fees and litigation costs: Class Counsel shall submit their
14 application for an award of attorneys' fees and costs to the Court concurrently with
15 the Motion for Order Granting Final Approval and Entering Judgment. Class
16 Counsel shall seek attorneys' fees in the amount of up to \$236,250.00 (35 % of the
17 Gross Settlement Sum), and reimbursement of litigation costs of up to \$25,000.00.
18 Defendant agrees not to oppose Class Counsel's request for attorneys' fees and
19 costs in the above-referenced amounts. The Settlement Administrator will report
20 the attorneys' fees and costs award on a Form 1099, which it will provide to Class
21 Counsel and to the pertinent taxing authorities.

22 (b) Class Representative Service Award: Subject to Court approval, the Class
23 Representative Leopoldo Ordaz shall receive a service award of up to \$15,000.00.
24 Defendant agrees not to oppose the amount of the Class Representative's service
25 award. Since it is the intent of the Settling Parties that the service award to the
26 Class Representative is for his service to the Class Members, and not wages, the
27 Settlement Administrator will not withhold any taxes from the service award. The
28 Settlement Administrator will report the service award on a Form 1099, which it

1 will provide to the Class Representative and to the pertinent taxing authorities.
2 (c) Settlement Administration Costs: Subject to Court approval, the Settlement
3 Administrator, Phoenix Settlement Administrators, shall be paid an amount not to
4 exceed \$7,250.00 for its fees and costs relating to the administration of this
5 settlement, including but not limited to all the duties set forth in Paragraph 2.1.3, all
6 tax document preparation, custodial fees and accounting fees, all costs and fees
7 associated with preparing, issuing, and mailing any and all Class Notices, all costs
8 and fees associated with computing, reviewing and paying distributions from the
9 Gross Settlement Sum, all costs and fees associated with preparing any tax returns
10 and any other filings required by any governmental taxing authority or agency, all
11 costs and fees associated with preparing any other notices, reports, or filings to be
12 prepared in the course of administering disbursements from the Gross Settlement
13 Sum, and any other costs and fees incurred and/or charged by the Settlement
14 Administrator in connection with the execution of its duties under this Stipulation.
15 (d) PAGA Penalties: Subject to Court approval, \$30,000.00 shall be paid to the
16 LWDA for PAGA Penalties, which represents the seventy-five percent (75%) share
17 of the \$40,000.00 portion of the Gross Settlement Sum allocated to PAGA and
18 payable to the LWDA pursuant to Labor Code sections 2699 *et. seq.*, with the
19 remaining \$10,000 to become part of Class Member Payout Fund payable to
20 Participating Class Members.

21 2.1.5. No later than fifteen (15) calendar days after the payment of funds to the
22 Settlement Administrator, Defendant, through the Settlement Administrator, and according to the
23 terms, conditions and procedures set forth in this Stipulation, shall pay to each Participating Class
24 Member their Individual Settlement Amount. Payments to Participating Class Members will be
25 classified as 100% interest and penalties, for which IRS 1099 Forms shall be issued.

26 2.1.6. The Settlement Administrator shall compute the Individual Settlement
27 Amount for the Participating Class Members as follows:

28 (a) The payment of the Individual Settlement Amounts will be

1 calculated by using the formula set forth in Paragraph 1.17.

2 (b) The Settling Parties agree that the above-described formula and
3 distribution methods are reasonable and fair in light of the Settling Parties'
4 investigation of the claims of the Class, and the relative degree of
5 uncertainty, risk of outcome of further litigation, and difficulties and delays
6 inherent in such litigation of these claims.

7 2.1.7. The Parties agree that nothing contained herein is intended to constitute
8 legal advice regarding the taxability of any amount paid hereunder, nor shall it be relied upon as
9 such. The tax issues for each Participating Class Member are unique, and each Participating Class
10 Member is advised to obtain tax advice from his or her own tax advisor with respect to any
11 payments resulting from this settlement.

12 2.1.8. Participating Class Members will have one hundred and eighty (180) days
13 to cash settlement checks. To the extent that there are excess funds from uncashed checks or
14 Class Members who cannot be located, the parties agree that the value of such funds shall be
15 distributed to Legal Aid At Work, as the *cy pres* beneficiary, in accordance with Code of Civil
16 Procedure § 384.

17 **3. Procedure for Approval and Implementation of Settlement Preliminary**
18 *Approval.*

19 3.1.1 The Class Representative, through his counsel of record, will file an
20 unopposed motion for preliminary approval of Settlement, seeking an order approving the
21 Settlement pursuant to California Rule of Court 3.769(c), and this Stipulation will be filed with the
22 Court contemporaneously and/or as part of the motion. By way of the motion, the Class
23 Representative will request that the Court enter a Preliminary Approval Order, providing conditional
24 certification of the Class for settlement purposes only; approving the distribution of the Class
25 Notice; and scheduling the Final Approval Hearing for the purposes of determining whether to grant
26 final approval of the Settlement and enter Judgment.

27 3.1.1. Failure of the Court to enter the Preliminary Approval Order in its entirety
28 or in a substantially similar form will be grounds for Defendant to terminate the settlement and

1 the terms of this Stipulation pursuant to Paragraph 3.6.1; however, pursuant to Paragraph 3.6.1,
2 the Settling Parties are to take all reasonable steps to cure any deficiencies so as to avoid any
3 termination of the settlement.

4 3.2 *Notice to Class Members.*

5 3.2.1. Following the grant of Preliminary Approval and direction by the Court to
6 mail the Court-approved Class Notice, the Settlement Administrator shall mail a Notice Packet to
7 each member of the Class no later than thirty (30) days after the Preliminary Approval Date. The
8 Class Notice Packets shall be mailed via first class mail through the United States Postal Service,
9 postage pre-paid. The envelope containing the Class Notice Packets shall bear the following
10 phrase in bold type, ¼ inch below the return address or ¼ inch above the Settlement
11 Administrator's name and address: Return Service Requested. The envelope shall also bear the
12 following phrase in the bottom left hand corner: "IMPORTANT LEGAL DOCUMENT – You
13 May Get Money From A Class Action Settlement; Your Prompt Reply To Correct A Bad
14 Address Is Required; Please Open Immediately". The Notice Packet will not contain any other
15 materials aside from the Court-approved Class Notice.

16 3.2.2. Defendant shall prepare a list, in an electronically usable format containing
17 for each Class Member, to the extent Defendant has such information, the following: (1) the first,
18 last and middle name; (2) Last Known Address; (3) social security number; (4) the dates of
19 employment; and (5) the number of weeks worked by each Class Member during the
20 Class/PAGA Period. By approving this settlement, the Court will be deemed to have authorized
21 Defendant to provide the Settlement Administrator with the Class Data List, including the social
22 security numbers of the Class Members. Defendant shall provide the Class Data List to the
23 Settlement Administrator within twenty (20) calendar days of the Preliminary Approval Date.

24 3.2.3. For the Class Representative, the Settlement Administrator shall mail the
25 Class Notice Packet to the Class Representative in care of Class Counsel at Class Counsel's
26 address.

27 3.2.4. For Class Members who have been designated by Defendant on the Class
28 List as an active employee, the Settlement Administrator shall mail the Class Notice to the Last

1 Known Address provided by Defendant. If a Notice Packet associated with an active employee is
2 returned as undeliverable due to a bad address, the Settlement Administrator shall immediately
3 inform the Parties and request Defendant to undertake efforts to obtain a more current address
4 from the Class Member for remailing of the Notice Packet.

5 3.2.5. Prior to mailing the Class Notice, the Settlement Administrator shall
6 undertake a Reasonable Address Verification to ascertain the accuracy of the Last Known
7 Address of Class Members' addresses contained in the Class Data List for former employees. To
8 the extent this process yields an Updated Address, it shall replace the Last Known Address and
9 be treated as the new Last Known Address for purposes of this Stipulation and for Class Notice
10 mailing.

11 3.2.6. If a Class Member is known to be deceased, the Class Notice for that
12 deceased Class Member shall be mailed to the Last Known Address (or Updated Address, if
13 applicable) of the legal representative of the deceased Class Member's estate, to the extent
14 known.

15 3.2.7. Unless the Settlement Administrator receives a Class Notice returned from
16 the United States Postal Service for reasons discussed below in this paragraph, that Class Notice
17 shall be deemed mailed and received by the Class Member to whom it was sent five (5) days after
18 mailing. In the event that subsequent to the first mailing of a Class Notice and prior to the Opt
19 Out Deadline, that Class Notice is returned to the Settlement Administrator by the United States
20 Postal Service because the address of the recipient is no longer valid, i.e., the envelope is marked
21 "Return to Sender," the Settlement Administrator shall undertake an Accurant or Experian Skip
22 Tracing on the Class Member to attempt to ascertain the current address of the particular Class
23 Member in question and, if such an address is ascertained, the Settlement Administrator will re-
24 send the Class Notice within three (3) business days of receipt of the returned Class Notice. In
25 either event, the Class Notice shall be deemed received once it is mailed for the second time. In
26 the event that subsequent to the first mailing of a Class Notice and on or after the Opt Out
27 Deadline, that Notice is returned to the Settlement Administrator by the United States Postal
28 Service because the address of the recipient is no longer valid, i.e., the envelope is marked

1 “Return to Sender,” the Settlement Administrator shall be required to take no further action with
 2 that Class Notice and it shall be deemed to have been delivered. In the event that subsequent to
 3 the first mailing of a Class Notice and prior to the Opt Out Deadline that Notice is returned to the
 4 Settlement Administrator by the United States Postal Service with a forwarding address for the
 5 recipient, the Settlement Administrator shall re-mail the notice to that address within three (3)
 6 business days of receipt of the returned Class Notice, the Class Notice will be deemed mailed and
 7 received at that point, and the forwarding address shall be deemed the Updated Address for that
 8 Class Member. In any event, if the Settlement Administrator does not receive notice from the
 9 United States Postal Service that a particular Class Notice is undeliverable, or should be sent to a
 10 forwarding address, at least ten (10) days prior to the deadline for the Settlement Administrator to
 11 provide the Declaration of Compliance pursuant to Paragraph 3.2.8 below, the notice procedures
 12 in this paragraph will be deemed to have been complied with as to that Class Notice and no
 13 further action need be taken by the Settlement Administrator with regard to that Class Notice. In
 14 the event the Settlement Administrator must re-mail any Class Notice pursuant to the provisions
 15 of this Paragraph due to being returned for an invalid address, the Opt-Out and Objection
 16 Deadlines shall be extended for those re-mailings to no later than fifteen (15) calendar days from
 17 the date of the re-mailing of the Class Notice. The Settlement Administrator shall include a cover
 18 letter with any re-mailing informing the Class Member of the re-mailing of the Class Notice and
 19 that he or she has fifteen (15) calendar days from the date of the re-mailing (which shall be the
 20 date the re-mailing of the Class Notice is postmarked) to postmark any response allowed by the
 21 Stipulation and Class Notice, even if postmarked after the original Objection and Opt Out
 22 Deadlines. Compliance with the procedures described in this paragraph shall constitute due and
 23 sufficient notice to Class Members of this proposed settlement and of the Final Approval
 24 Hearing, and shall satisfy the requirements of due process. Nothing else shall be required of or
 25 done by the Settling Parties, Class Counsel, counsel for Defendant, or the Settlement
 26 Administrator to provide notice of the proposed settlement and the Final Approval Hearing.

27 3.2.8. No later than thirty (30) calendar days before the Final Approval Hearing,
 28 the Settlement Administrator shall provide Class Counsel and counsel for Defendant with a

1 declaration attesting to completion of the notice process, including any attempts to obtain
2 Updated Addresses for, and the re-sending of, any returned Class Notices, including the steps set
3 forth in Paragraphs 3.2.1 - 3.2.7 ("Declaration of Compliance"), which shall be filed with the
4 Court by Class Counsel together with the Motion for Order Granting Final Approval and Entering
5 Judgment.

6 3.3 *Responses to the Notice of Proposed Class Action Settlement.*

7 3.3.1. Participation at Class Members' Own Expense: Pursuant to California
8 Rule of Court 3.766(d)(5), Class Members have the option to participate in this Lawsuit at their
9 own expense by obtaining their own attorney(s). Class Members who choose this option will be
10 responsible for any attorneys' fees or costs incurred as a result of this election. The Class Notice
11 will advise Class Members of this option.

12 3.3.2. Objections to Settlement: Class Members may also object to the
13 settlement by submitting a written objection to the Settlement Administrator no later than the
14 Objection Deadline. The written objection must be signed and dated, state the Class Member's
15 name and the case name and number (*Leopoldo Ordaz v. Metlang, LLC., Class Action*, Kern
16 County Superior Court, Case No. BCV-20-102983), and the basis for the objection. A Class
17 Member who objects to the settlement will still be considered a Member of the Settlement Class
18 unless he or she submits a valid and timely request for exclusion pursuant to Paragraph 3.3.4
19 below. Class Counsel shall file copies of such objections at the time the Motion for Order
20 Granting Final Approval of Class Action Settlement is filed with the Court.

21 3.3.3. Opting Out of Settlement: Written requests to be excluded from or opt-out
22 of the Settlement must be post-marked and returned to the Settlement Administrator at the
23 address provided in the Class Notice by no later than Opt Out Deadline, unless extended as
24 provided for above. Such written request for exclusion must contain the name, address,
25 telephone number of the person requesting exclusion from the Class. Any person who properly
26 opts out of the Class using this procedure will not be entitled to any payment from the Gross
27 Settlement Sum, and will not be bound by the Settlement or have any right to object, appeal, or
28 comment thereon. Class Members who do not submit a valid and timely request for exclusion in

1 the manner described in this paragraph and as set forth in the Class Notice shall receive an
2 Individual Settlement Payment and shall become Participating Class Members and shall release
3 the Released Parties from the Released Claims upon Final Approval and entry of Judgment.

4 3.3.4. Class Members who do not Opt Out of the Settlement Class pursuant to
5 Paragraph 3.3.3 shall be deemed Members of the Settlement Class, shall receive an Individual
6 Settlement Payment, and shall be bound by the Judgment.

7 3.3.5. In the event that any Class Member timely submits a Request for Exclusion
8 (Opt-Out of the Settlement Class), but it is deficient, as soon as possible, but not later than five
9 (5) business days of the Settlement Administrator's receipt of such, the Settlement Administrator
10 shall send by first class, postage pre-paid, United States mail a notice to such Class Member
11 informing him or her of the deficiency and that he or she has ten (10) calendar days from the date
12 of the notice (which shall be the date the notice is mailed) to cure the deficiency. The Settlement
13 Administrator shall also copy Class Counsel and counsel for Defendant with any such notices of
14 deficiency.

15 3.3.6. The Settling Parties agree that the Opt Out/ Objection Deadlines shall not
16 be extended, and no untimely submissions will be honored, under any circumstances, unless
17 mutually agreeable by the Settling Parties and/or except to the extent permitted under Paragraphs
18 3.3.1 and 3.3.7. Notwithstanding the foregoing, a Class Member will be allowed to extend the
19 Opt Out and Objection Deadlines for him or herself if and only if he or she can make a showing
20 of legal incapacity during the notice period.

21 3.4 *Post Settlement Administration Period Events and Settlement Fairness*
22 *Hearing.*

23 3.4.1. After the Response Deadline, a Final Approval Hearing will be held before
24 the Court in order to: (1) determine whether the Court should grant final approval of the
25 Settlement and enter Judgment; (2) consider objections to the Settlement; and (3) consider Class
26 Representative's application for an award of Attorneys' Fees and Costs to Class Counsel and the
27 Service Payment to the Class Representative. At the Final Approval Hearing, the Parties will
28 request that the Court grant final approval of the Settlement and issue the Final Approval Order

1 and Entry of Judgment. The Parties will take all reasonable efforts to secure entry of the Final
2 Approval Order and Entry of Judgment. If the Court rejects the Stipulation, fails to issue the
3 Final Approval Order and Entry of Judgment, this Stipulation will be void, and Defendant will
4 have no obligation to make any payments under the Settlement, other than the Settlement
5 Administration Costs; however, the Parties and their counsel agree to make all reasonable efforts
6 to fix any non-material issues that the Court cites for its non-approval.

7 3.5 *Releases.*

8 3.5.1. Upon the Effective Date, the Class Representative and each of the
9 Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have,
10 fully, finally, and forever released, relinquished, and discharged all Released Claims applicable to
11 each of them.

12 3.5.2. In addition to those releases set forth in Paragraph 3.5.1 hereof, with
13 respect to any and all Released Claims, upon the Effective Date, the Class Representative will
14 expressly and will be deemed to have, and by operation of the Judgment will have, waived the
15 provisions, rights and benefits of California Civil Code § 1542 with respect to the Released
16 Claims, which provides as follows:

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

21 In consideration for the Service Payment and as an inducement for Defendant to
22 enter into this Stipulation, with respect to the Class Representative only, the Released Claims will
23 additionally include any and all claims including Unknown Claims against Defendant that
24 accrued during the Class Period, but does not include claims for: age discrimination under the
25 Age Discrimination In Employment Act, unemployment insurance, workers' compensation
26 benefits, state disability compensation, previously vested benefits under any Employer-sponsored
27 benefits plan or claims under the Employment Retirement Income Security Act of 1974.

28 The Class Representative may hereafter discover facts in addition to or different

1 from those which he now knows or believes to be true with respect to the subject matter of the
 2 Released Claims, but the Class Representative, upon the Effective Date, will be deemed to have,
 3 and by operation of the Judgment will have fully, finally, and forever settled and released any and
 4 all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent,
 5 whether or not concealed or hidden, which then exist, or previously have existed upon any theory
 6 of law or equity now existing or coming into existence in the future, including, but not limited to,
 7 conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or
 8 rule, without regard to the subsequent discovery or existence of such different or additional facts.
 9 The Class Representative acknowledges that the foregoing waiver was separately bargained for
 10 and a key element of the Settlement of which this release is a part. Notwithstanding any other
 11 provision of this Stipulation, the Parties recognize that because the only Unknown Claims
 12 released by this Stipulation are those Unknown Claims that meet the definition of Released
 13 Claims, the release effectuated by this Stipulation will not extend to Unknown Claims other than
 14 those described in Paragraph 1.26 above.

15 3.6 *Termination of Settlement; Reasonable Steps to Cure.*

16 3.6.1. In the event that the settlement set forth in this Stipulation shall not be
 17 approved in its entirety by the Court, or in the event that the Effective Date does not occur,
 18 Defendant shall have the option to void the settlement, and in such case, no payments shall be
 19 made by Defendant to anyone in accordance with the terms of this Stipulation, and this
 20 Stipulation shall be deemed null and void with no effect on the Litigation whatsoever. If
 21 Defendant exercises this option to void the settlement, Defendant will be responsible for paying
 22 the costs of the Settlement Administrator. Notwithstanding this provision, the Settling Parties
 23 agree to take all reasonable steps to cure any deficiencies cited by the Court as reason for non-
 24 approval of any matter(s) filed with the Court for approval. If the Court changes the dates or
 25 deadlines of hearings provided for in this Stipulation, this shall not be deemed a substantial
 26 change necessitating termination of the settlement, provided that the Settling Parties agree to
 27 move other dates and deadlines in the Stipulation accordingly. In the event the Court reduces any
 28 of the amounts requested for the Class Representative, the Class Counsel's fees or costs, or the

1 Settlement Administrator, the difference shall become part of the Class Member Payout Fund. In
2 the event that more than 10% of the Class Members Opt Out of the settlement in the manner
3 provided by this Stipulation and Class Notice, Defendant shall have the right to terminate and
4 void this settlement and Stipulation; however, Defendant must notify Class Counsel of its
5 intention to nullify the settlement and Stipulation within thirty (30) calendar days after the
6 expiration of the Opt Out Deadline and pay for all Settlement Administrator costs incurred by the
7 Settlement Administrator as of that date.

8 *3.7 Miscellaneous Provisions.*

9 3.7.1. No Person shall have any claim against Class Counsel, the Settlement
10 Administrator, or any of the Defendant Releasees based on the payments made or other actions
11 taken substantially in accordance with this Stipulation and the settlement contained herein or
12 further orders of the Court.

13 3.7.2. This settlement shall result in the release by Settlement Class Members of
14 Released Claims including those arising under PAGA. The Settling Parties and their counsel
15 agree that Defendant's payment of \$30,000.00 to the LWDA for its share of the PAGA Penalties
16 (75%) to settle the PAGA claims is appropriate and proper consideration in the overall context of
17 this Stipulation.

18 3.7.3. In the event that the Stipulation is not substantially approved by the Court,
19 after all reasonable steps to cure have been exhausted, or the settlement set forth in the
20 Stipulation is terminated, cancelled, declared void, or fails to become effective in accordance
21 with its terms, or if the Judgment does not become Final, or to the extent cancellation is otherwise
22 provided for in this Stipulation, the Settling Parties shall resume the Litigation at that time as if
23 no Stipulation had been entered. In such event, the terms and provisions of the Stipulation shall
24 have no further force and effect with respect to the Settling Parties and shall not be used in this
25 Litigation or in any other proceeding for any purpose, and any Judgment or order entered by the
26 Court in accordance with the terms of the Stipulation shall be treated as vacated.
27 Notwithstanding any other provision of this Stipulation, if the Court should fail to award
28 attorneys' fees to Class Counsel in the full amount provided for in this Stipulation, no order of the

1 Court or modification of any order of the Court concerning the amount of any attorneys' fees to
2 be paid by Defendant to Class Counsel pursuant to this settlement shall constitute grounds for
3 cancellation or termination of the Stipulation or grounds for limiting any other provision of the
4 Judgment. It is agreed that no order of the Court, including any order concerning attorneys' fees,
5 may alter or otherwise increase the Gross Settlement Amount.

6 3.7.4. The Settling Parties (a) acknowledge that it is their intent to consummate
7 this agreement; (b) agree to cooperate to effectuate and implement all terms and conditions of the
8 Stipulation and to exercise their best efforts to accomplish the foregoing terms and conditions of
9 the Stipulation; (c) agree to seek and to attempt to obtain Court approval for the Stipulation; and
10 (d) agree to reasonably work together to seek and attempt to obtain Court approval for the
11 Stipulation and final approval should the Court not grant approval upon the first presentation.

12 3.7.5. The Parties and attorneys agree to keep the settlement confidential through
13 preliminary approval. The Parties further agree that no party shall issue any press release to the
14 news media, or communicate in any way with any news media, concerning the settlement or the
15 litigation.

16 3.7.6. Unless otherwise ordered by the Court, in the event the Stipulation shall be
17 terminated, cancelled, declared void, or fails to become effective in accordance with its terms,
18 within twenty (20) business days after written notification of such event, Defendant and Class
19 Counsel shall notify each other of this event in writing. If Defendant should elect to terminate the
20 settlement, because ten percent (10%) of more of Class Members requested exclusion pursuant to
21 Paragraph 3.6.1, then Defendant shall be responsible for the payment of the Settlement
22 Administrator's fees and expenses.

23 3.7.7. The Stipulation compromises claims which were contested and the subject
24 of a good faith dispute, and it shall not be deemed an admission by any of the Settling Parties as
25 to the merits of any claim or defense. The Settling Parties agree that the amounts paid in
26 settlement of the Litigation and the other terms of the settlement were negotiated at arms' length
27 and in good faith with sufficient information by the Settling Parties and reflect a settlement that
28 was reached voluntarily after consultation with competent legal counsel.

1 3.7.8. All of the exhibits to the Stipulation are material and integral parts hereof
2 and are fully incorporated herein by this reference.

3 3.7.9. The Stipulation may be amended or modified only by a written instrument
4 signed by or on behalf of all Settling Parties or their respective successors-in-interest or their
5 respective counsel.

6 3.7.10. The Stipulation constitutes the entire agreement among the Settling Parties
7 hereto and no representations, warranties, or inducements have been made to any party
8 concerning the Stipulation or its exhibits other than the representations, warranties, and covenants
9 contained and memorialized in such documents. Except as otherwise provided herein, each party
10 shall bear its own costs.

11 3.7.11. Class Counsel, on behalf of the Settlement Class, are expressly authorized
12 by the Class Representative to take all appropriate action required or permitted to be taken by the
13 Class pursuant to the Stipulation to effect its terms and also are expressly authorized to enter into
14 any modifications or amendments to the Stipulation on behalf of the Settlement Class which they
15 deem appropriate.

16 3.7.12. Each counsel or other Person executing the Stipulation or any of its
17 exhibits on behalf of any Settling Parties hereby warrants that such Person has full and express
18 authority to do so.

19 3.7.13. The Stipulation may be executed in one or more counterparts and delivered
20 by electronic scan, pdf, DocuSign, or facsimile. All executed counterparts and each of them shall
21 be deemed to be one and the same instrument and shall be binding upon and effective as to all
22 Parties. A complete set of executed counterparts shall be filed with the Court.

23 3.7.14. The Stipulation shall be binding upon, and inure to the benefit of, the
24 successors and assigns of the parties hereto; however, this Stipulation is not designed to and does
25 not create any third party beneficiaries unless otherwise specifically provided herein.

26 3.7.15. The Court shall retain jurisdiction with respect to implementation and
27 enforcement of the terms of the Stipulation, and all parties hereto submit to the jurisdiction of the
28 Court for purposes of implementing and enforcing the settlement embodied in the Stipulation.

1 Except as otherwise provided in this Stipulation, in the event that one or more of the Parties to
 2 this Stipulation institutes any legal action against any other Party to enforce the provisions of this
 3 Stipulation or to declare rights and/or obligations under this Stipulation, the successful Party shall
 4 be entitled to recover from the unsuccessful Party reasonable attorneys' fees and costs incurred in
 5 connection with any enforcement actions.

6 3.7.16. The Stipulation and the exhibits hereto shall be considered to have been
 7 negotiated, executed, and delivered, and to have been wholly performed, in the State of
 8 California, and the rights and obligations of the parties to the Stipulation shall be construed and
 9 enforced in accordance with, and governed by, the internal, substantive laws of the State of
 10 California without regard to principles of conflicts of law.

11 3.7.17. The language of all parts of this Stipulation shall in all cases be construed
 12 as a whole, according to its fair meaning, and not strictly for or against either party. No party
 13 shall be deemed the drafter of this Stipulation. The parties acknowledge that the terms of the
 14 Stipulation are contractual and are the product of negotiations between the parties and their
 15 counsel. Each party and his/its counsel cooperated in the drafting and preparation of the
 16 Stipulation. In any construction to be made of the Stipulation, the Stipulation shall not be
 17 construed against any party and the canon of contract interpretation set forth in California Civil
 18 Code section 1654 shall not be applied.

19 3.7.18. Should any deadlines set forth in the Stipulation require any action to be
 20 taken on a weekend or a Court holiday, then the action may be taken on the next business day,
 21 unless otherwise specified by law or rule of Court, except that should the Opt Out Deadline or
 22 Objection Deadline (or extension(s) thereof specified in the Stipulation relating to a deficiency
 23 notice or a re-mailing) fall on a Saturday and regular U.S. Mail service is in operation that day,
 24 then no further extension pursuant to this paragraph shall apply to these specific deadlines.

25
 26 READ AND AGREED TO INDIVIDUALLY AND ON BEHALF OF THE PROPOSED CLASS:

27
 28 DATED: December ²², 2021

PLAINTIFF

DocuSigned by:

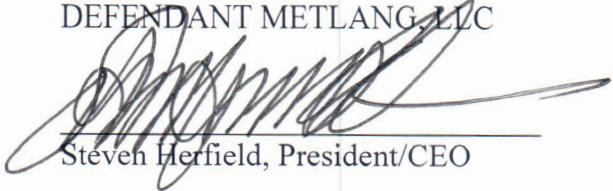
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1 Leopoldo Ordaz

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3 DEFENDANT METLANG, LLC

4 DATED: December 30, 2021

5 
Steven Herfield, President/CEO

6 APPROVED AS TO FORM:

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8 **DIVERSITY LAW GROUP, APC**

9
10 DATED: December __, 2021

11 By: _____

LARRY LEE

12 KWANPORN TULYATHAN

13 Attorneys for Plaintiff Leopoldo Ordaz

14 DATED: December 30, 2021

15 **LEWIS BRISBOIS BISGAARD & SMITH LLP**

16
17 By:  _____

JEFFREY S. RANEN

18 ANTHONY C. OCEGUERA

19 Attorneys for Metlang LLC

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Leopoldo Ordaz

DEFENDANT METLANG, LLC

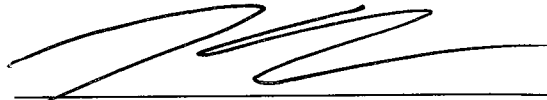
DATED: December __, 2021

Steven Herfield, President/CEO

APPROVED AS TO FORM:

DIVERSITY LAW GROUP, APC

DATED: December 22, 2021

By: 

LARRY LEE
KWANPORN TULYATHAN
Attorneys for Plaintiff Leopoldo Ordaz

DATED: December __, 2021

LEWIS BRISBOIS BISGAARD & SMITH LLP

By: _____
JEFFREY S. RANEN
ANTHONY C. OCEGUERA
Attorneys for Metlang LLC

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Leopoldo Ordaz v. Metlang, LLC.
Kern County Superior Court of the State of California
Case No. BCV-20-102983

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

IF YOU WERE EMPLOYED BY METLANG LLC (“DEFENDANT”) IN CALIFORNIA AT ANY TIME BETWEEN JUNE 27, 2019 THROUGH FEBRUARY 11, 2021, THIS PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS.

Why should you read this Notice?

A proposed settlement (the “Settlement”) has been reached in a class action lawsuit entitled *Leopoldo Ordaz v. Metlang, LLC* Case No. BCV-20-102983 (the “Action”). The purpose of this Notice of Proposed Class Action Settlement (“Notice”) is to briefly describe the Action and to inform you of your rights and options in connection with the Action and the proposed Settlement. The proposed Settlement will resolve all claims in the Action.

A hearing concerning final approval of the proposed Settlement is scheduled to be held before the Hon. Thomas S. Clark on <<FINAL APPROVAL DATE>>, 2022, at <<TIME>> in Department 17, Superior Court of California County of Kern-Metropolitan Division, 1415 Truxtun Avenue, Bakersfield, California 93301, to determine whether the Settlement is fair, adequate, and reasonable. The date of the final approval hearing may change without further notice to the class. Class members should check the settlement website or the Court’s online docket, identified below, to confirm that the date has not changed. As a Class Member, you are eligible to receive an individual Settlement Payment under the Settlement and will be bound by the release of claims described in this Notice and the Settlement Agreement filed with the Court, unless you timely request to be excluded from the Settlement. Your rights and options are listed below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

DO NOTHING – GET MONEY	You need not take any action if you wish to receive your settlement payment. If you do nothing, you will be considered part of the Class and will automatically receive a settlement check for your share of the settlement as explained more fully below. In exchange for this settlement check, you will also give up rights to pursue any separate legal action against Defendant for the Released Claims asserted in the Action as explained more fully below. (See Section “ <i>What claims are being released by the proposed Settlement</i> ” for an explanation of the claims you are giving up).
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS DEADLINE TO EXCLUDE YOURSELF: << RESPONSE DATE>>	You have the option to exclude yourself from this lawsuit. If you ask to be excluded, you will not receive a share of the settlement proceeds, but you keep any rights you may have to pursue your own separate legal action against Defendant for the same claims in the Action. If you choose to do so, you must exclude yourself, in writing, by following the instructions below. As a result, you will not receive any benefits under the Settlement.
OBJECT TO THE SETTLEMENT DEADLINE TO SUBMIT WRITTEN OBJECTIONS: << RESPONSE DATE>>	If you do not agree with the settlement, you can object to the settlement according to the instructions below. The Court may or may not agree with your objection. If the Court does not agree with your objection, you will still be bound by the terms of the settlement and will still receive a settlement payment. This option is available only if you do <u>not</u> exclude yourself from the Settlement. Do <u>not</u> submit a Request to be Excluded if you wish to object. <i>Written</i> objections must be submitted by << RESPONSE DATE>>.

Who is affected by this proposed Settlement?

The Court has certified the following class for purposes of the Settlement (the “Class”):

Any and all current and former employees of Defendant in California who were paid wages at any time from June 27, 2019 through February 11, 2021 (the “Class Period”).

According to Defendant’s records, you are a member of the Class (“Class Member”).

What is this case about?

In the Action, Plaintiff Leopoldo Ordaz (“Plaintiff”) alleged on behalf of Plaintiff and the Class that Defendant failed to provide accurate itemized wage statements that identified the pay period start and/or end dates in violation of the California Labor Code. Based thereon, Plaintiff brought class and representative claims for (1) violation of California Labor Code § 226(a), and (2) violation of the Private Attorneys’ General Act, California Labor Code § 2698, *et seq.* (the “PAGA”). In this Action, Plaintiff seeks penalties, attorneys’ fees, and costs.

Metlang LLC denies all liability and is confident that it has strong legal and factual defenses to these claims, but it recognizes the risks, distractions, and costs associated with litigation. Metlang LLC contends that its conduct is and has been lawful at all times relevant and that Plaintiff’s claims do not have merit and do not meet the requirements for class certification.

This Settlement is a compromise reached after good faith, arm’s length negotiations between Plaintiff and Metlang LLC (the “Parties”), through their attorneys, and is not an admission of liability on the part of Metlang LLC. Both sides agree that, in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate, and reasonable. Plaintiff also believes this Settlement is in the best interests of all Class Members.

The Court has not ruled on the merits of Plaintiff’s claims or Metlang LLC’s defenses.

Who are the attorneys representing the Parties?

The attorneys representing the Parties in the Action are:

Class Counsel

Larry W. Lee (Bar #228175)
lwlee@diversitylaw.com
Kwanporn “Mai” Tulyathan (Bar #316704)
ktulyathan@diversitylaw.com
DIVERSITY LAW GROUP, APC
515 Figueroa Street, Suite 1250
Los Angeles, CA 90071
Telephone: (213) 488-6555
Facsimile: (213) 488-6554

Defendant’s Counsel

Anthony Ocegueda (Bar #259117)
Anthony.Ocegueda@lewisbrisbois.com
Emily Gifford (Bar #335035)
Emily.Gifford@lewisbrisbois.com
LEWIS BRISBOIS BISGAARD &
SMITH LLP
2020 W. El Camino Ave, Ste. 700
Sacramento, CA 95833
Telephone: (916) 564-5400
Facsimile: (916) 564-5444

What are the Settlement terms?

Subject to final Court approval, Metlang LLC will pay \$675,000.00 (the “Maximum Settlement Amount”) for: (a) Individual Settlement Payments to Settlement Class Members; (b) the Court-approved Class Representative Service Payment to Plaintiff; (c) the Court-approved attorneys’ fees and costs to Class Counsel; and (d) payment to the Settlement Administrator for settlement administration services.

Individual Settlement Payments. After deduction from the Maximum Settlement Amount for attorneys’ fees and costs, the Class Representative Service Payment to Plaintiff, PAGA Penalties paid to the California Labor and Workforce Development Agency, and settlement administration costs, there will be a Net Settlement Amount. From this Net Settlement Amount, Class Members who do not request to be excluded from the Settlement (“Participating Class Members”) will receive payment for their Individual Settlement Amount as part of this Settlement.

The Net Settlement Amount shall be divided among all Participating Class Members on a pro rata basis, based upon the total number of weeks each respective Participating Class Member worked for Metlang LLC during the Class Period.

Based on Metlang LLC's records, you worked a total of <<WEEKS WORKED>> during the Class Period. Based on that number of weeks worked, your Individual Settlement Amount is estimated to be \$<<AMOUNT>>.

REMINDER: If you believe your estimated Individual Settlement Amount listed above is incorrect because the number of total weeks you worked with Metlang LLC within the Class Period is wrong, the deadline to dispute the weeks reported for you is <<RESPONSE DATE>>.

For tax reporting purposes, the Individual Settlement Payments shall be classified as other miscellaneous income and reported on IRS Form 1099-MISC.

Participating Class Members will have one hundred and eighty (180) days from the date of the checks' issuance to cash the settlement checks. Any Individual Settlement Amount that is not cashed by a Participating Class Member within one hundred and eighty (180) days of issuance shall be voided. The funds from the uncashed settlement checks to Participating Class Members will then be distributed to Legal Aid At Work, a nonprofit organization that offers free legal services to low-income communities. In such event, the Participating Class Member shall nevertheless remain bound by the Settlement.

None of the Parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Participating Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member.

As part of the Settlement, Class Counsel will ask the Court to award attorneys' fees of up to \$236,250.00, and for reimbursement of reasonable costs incurred in connection with prosecution and litigation of the Action not to exceed \$25,000.00. In addition, Class Counsel will ask the Court to authorize a Class Representative Service Payment of up to \$15,000.00 for efforts in bringing the case on behalf of the Class. The Parties estimate the cost of administering the Settlement will not exceed \$7,250.00.

What claims are being released by the proposed Settlement?

Upon the final approval by the Court of this Settlement, and except as to such rights or claims as may be created by this Settlement, each Class Member who has not submitted a valid and timely request for exclusion, will release the following "Released Claims" against the "Released Parties" as follows:

"Released Claims" by Class Members. All claims that were or could have been alleged based on the facts and allegations in the Complaint, including failure to provide accurate wage statements pursuant to Labor Code section 226 that accrued during the Class Period and for claims for civil penalties under Labor Code section 2698 et seq. (Violation of the Private Attorneys General Act) that accrued during the PAGA Period.

Identity of Released Parties. Defendant, each of its respective parent companies, subsidiaries, affiliates, current and former management companies, shareholders, members, agents (including without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present, or future officers, directors, and employees) predecessors, successors, and assigns. (collectively "Metlang Releasees").

What are my options in this matter?

You have two options under this Settlement, each of which is further discussed below. You may: (A) do nothing and remain in the Class and receive an Individual Settlement Amount; or (B) exclude yourself from the Settlement. If you choose option (A), you also have the right to object to the Settlement if you do not agree with it, as explained below.

OPTION A. Remain in the Class. If you wish to remain in the Class and be eligible to receive an Individual Settlement Payment under the Settlement, **you do not need to take any action.** All you need to do is to keep the Settlement Administrator informed of any address changes. If you move, you must notify the Settlement Administrator of your new address. You will automatically receive a settlement payment check for your share of the settlement. By remaining in the Class and receiving settlement monies, you consent to the release of the Released Claims as described above.

If you remain in the Class, you will be represented at no cost by Class Counsel. Class Counsel, however, will not represent you for purposes of making objections to the Settlement. If you do not exclude yourself from the Settlement, you will be subject to any Judgment that will be entered in the Action, including the release of the Released Claims as described above.

Objecting to the Settlement: If you believe the proposed Settlement is not fair, reasonable, or adequate in any way, you may object to the settlement or express any concerns. To object, you can submit a written statement of objection to the Settlement Administrator at the following address: [REDACTED]. In order to be valid, the written objection must contain the following information: (1) your full name; (2) the case name and number of the Action - *Leopoldo Ordaz v. Metlang, LLC, Class Action*, Kern County Superior Court, Case No. BCV-20-102983; (3) the reason for the objection; (4) your signature and date; and (5) be postmarked on or before <<**RESPONSE DATE**>>. If you have any copies of papers, briefs, or documents upon which your objection is based, you can submit those documents along with your written objection. The Court may or may not agree with your objection. **Even if you object, you will be bound by the terms of the Settlement, including the release of Released Claims as set forth above, unless the Settlement is not finally approved by the Court.**

OPTION B. Request to Be Excluded from the Settlement and Receive No Money from the Settlement. If you do not want to be part of the Settlement, you must mail a letter to the Settlement Administrator at [REDACTED], stating that you want to be excluded from the Settlement. In order to be valid, your Request for Exclusion from the Settlement must include: (1) your full name and signature; (2) your address and telephone number; and (3) a statement that you want to be excluded from the *Leopoldo Ordaz v. Metlang, LLC* Settlement. Your Request for Exclusion must be postmarked on or before <<**RESPONSE DATE**>>.

If you do not submit a Request for Exclusion to the Settlement Administrator on time (as evidenced by the postmark) and with the required information, your Request will be rejected, you will be deemed a Settlement Class Member, and you will be bound by the release of Released Claims as described above and all other terms of the Settlement. If you submit a valid and timely Request for Exclusion by the deadline above, you will have no further role in the Action. **You will not be entitled to receive any settlement payment check**, as a result of the Action and Settlement. You will not be able to complain to the Court or object to the Court about any aspect of the Settlement.

What is the next step in the approval of the Settlement?

The Court will hold a Final Approval Hearing regarding the fairness, reasonableness, and adequacy of the proposed Settlement, the plan of distribution, Class Counsel's request for attorneys' fees and costs, the Class Representative Service Payment to Plaintiff, and the settlement administration costs on <<**DATE**>>, 2022, at <<**TIME**>> in Department 17 of Superior Court of California County of Kern Metropolitan Division, 1415 Truxtun Avenue, Bakersfield, California 93301. The Final Approval Hearing may be continued without further notice to Class Members. You are not required to attend the Final Approval Hearing to receive an individual Settlement Payment.

If the Court grants Final Approval of the Settlement, the Order granting Final Approval and entering a Judgment will be posted on a website created by the Settlement Administrator for this case for a period of at least 90 days following the entry of that Order in the Court record. That website is: <<**website**>>.

How can I get additional information?

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, you may obtain the Settlement Agreement, titled "Joint Stipulation of Class Action Settlement and Release" by contacting class counsel at 213-488-6555; by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records system at <https://odyprodportal.kern.courts.ca.gov/PORTALPROD/Home/Dashboard/29>, enter the case number (BCV-20-102983) as prompted and click "Submit;" or by visiting the office of the Clerk of the Superior Court of California

County of Kern- Metropolitan Division, 1415 Truxtun Avenue, Bakersfield, California 933012, between 8:00 a.m. and 4:00 p.m., Monday through Thursday, and between 8:00am and 12:00 pm on Friday, excluding Court holidays.

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.