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on behalf of himself and others similarly situated
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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF SAN BERNARDINO**

16 KEVIN J. MCDONALD, on behalf of himself
and others similarly situated,

17 Plaintiff,

18 vs.
19

20 COOPER LIGHTING LLC; COOPER
21 LIGHTING SOLUTIONS; EATON'S
22 LIGHTING BUSINESS; GFSS – EATON
CORPORATION; EATON CORPORATION;
and DOES 1 to 100, inclusive,

23 Defendants.
24

Case No.: CIV SB 2101433

*[Assigned for all purposes to the David S.
Cohn, Dept. s26]*

**JOINT STIPULATION OF
SETTLEMENT AND RELEASE**

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22 Eaton's Lighting Business, and Eaton Corporation
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1 This Joint Stipulation of Settlement and Release (the “Joint Stipulation of Settlement”) is
2 made and entered into by and among: (a) Plaintiff Kevin J. McDonald (“Plaintiff”), on behalf of
3 himself and each member of the “Settlement Class” (as defined below); and (b) Defendants
4 Cooper Lighting LLC, Cooper Lighting Solutions, GFSS – Eaton Corporation, Eaton’s Lighting
5 Business, and Eaton Corporation (“Defendants”).

6 **I. BACKGROUND; DENIALS OF LIABILITY**

7 On January 25, 2021, Plaintiff filed a class action pursuant to the complaint against
8 Defendants Cooper Lighting LLC, Cooper Lighting Solutions, GFSS – Eaton Corporation,
9 Eaton’s Lighting Business, and Eaton Corporation for alleged violations of the California Labor
10 Code in the Los Angeles County Superior Court Case No. CIVSB2101433 (“McDonald Class
11 Action”).

12 On April 8, 2021, Plaintiff filed a representative action for civil penalties pursuant to the
13 California Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* in
14 the Los Angeles County Superior Court Case No. CIVSB2109746 (“McDonald Class PAGA”).

15 Plaintiff intends to seek leave to file a First Amended Complaint consolidating the claims
16 of the McDonald Class Action with the claims of the McDonald PAGA Action (together, the
17 “Action”) prior to or with the motion seeking preliminary approval of the settlement.

18 In the Action, Plaintiff alleges, among other things, claims on behalf of current and former
19 hourly non-exempt employees of Defendants in California. More particularly, Plaintiff alleges,
20 among other things, that Defendants had, with respect to him individually and/or other members
21 of the public similarly situated, among other things, statutory penalties for failure to provide
22 accurate wage statements in violation of California Labor Code 226; and civil penalties pursuant
23 to the Private Attorneys General Act of 2004 (“PAGA”). In the Action, Plaintiff seeks on behalf of
24 the class declaratory relief and monetary relief (including damages, restitution, and penalties) and
25 other relief.

26 On November 4, 2021, Plaintiff and Defendants participated in a formal mediation session
27 with well-respected wage and hour mediator Steve Serratore, Esq. During the mediation, the
28 Parties reached a settlement in principle of the Action. This Joint Stipulation of Settlement^{PS} among

1 other things, resolves and settles on behalf of the Settlement Class and PAGA employees all
2 claims asserted in the operative complaints in the Action. Defendants deny, on behalf of
3 themselves and each of the “Released Parties” as defined below, each and all such claims whether
4 asserted or to be asserted by Plaintiff individually or on behalf of any putative class or represented
5 group. Also, Defendants, on behalf of themselves and each of the Released Parties: deny that any
6 Released Party is liable in any way to Plaintiff or any putative member of any class or any
7 represented group; deny that Plaintiff or any putative member of any class or any represented
8 group is entitled to any monetary compensation or payment of any kind (or any other form of
9 relief) under California, federal, or any other law; and deny that Plaintiff or any putative member
10 of any class or any represented group are, were, or could have been harmed by any conduct, acts,
11 or omissions by Defendants or any Released Party. Defendants also deny that any of the settled
12 claims could ever properly be certified as a class in any contested certification proceedings or
13 could proceed as a representative action. However, Defendants have concluded that further
14 litigation would be uncertain, protracted, and expensive, and therefore desire to settle all the
15 claims being released in order to limit further cost, inconvenience, uncertainty, and distraction.

16 **II. DEFINITIONS**

17 As used in this Joint Stipulation of Settlement, the following terms have the meanings
18 specified below. Terms or phrases defined elsewhere in this Joint Stipulation of Settlement are
19 incorporated into this Definitions section by reference:

20 1. “Class Counsel” refers to Joseph Lavi, Vincent Granberry, Pooja V. Patel, and
21 Melissa A. Huether of Lavi & Ebrahimian, LLP, 8889 W. Olympic Blvd., Suite 200, Beverly
22 Hills, California 90211.

23 2. “Class Notice” means the notice of this Settlement, substantially in the form of
24 **Exhibit A**, to be sent to Settlement Class Members to notify them of this Settlement and their
25 right to Opt Out.

26 3. “Defendants” means Cooper Lighting LLC, Cooper Lighting Solutions, GFSS –
27 Eaton Corporation, Eaton’s Lighting Business, and Eaton Corporation.

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1 4. “Effective Date” means the date on which the Superior Court’s judgment approving
2 this Joint Stipulation of Settlement becomes “Final.”

3 5. “Final” means:

4 A. the Settlement Agreement has received final approval by the Court and
5 there were no timely objections or intervenor requests filed, or that any timely objections and/or
6 interveners have been withdrawn; or

7 B. in the event that one or more timely objections or interventions has/have
8 been filed and not withdrawn, then upon the passage of the applicable date for an objector or
9 intervenor to seek appellate review of the Court’s order of final approval, without a timely appeal
10 having been filed; or

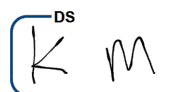
11 C. in the event that a timely appeal of the Court’s order of final approval has
12 been filed, then the Settlement Agreement shall be final when the applicable appellate court has
13 rendered a final decision or opinion affirming the Court’s final approval without material
14 modification, and the applicable date for seeking further appellate review has passed, or the date
15 that any such appeal has been either dismissed or withdrawn by the appellant.

16 6. “Judgment” means the judgment to be entered by the Superior Court approving this
17 Joint Stipulation of Settlement without material change, confirming the releases of claims by
18 Participating Class Members, and finally resolving the Action.

19 7. “Individual Settlement Payment” means the amount to be allocated under this
20 Settlement to individual Settlement Class Members as calculated below.

21 8. “Maximum Settlement Amount” means the maximum amount to be paid under this
22 Settlement is Four Hundred Thousand Dollars and No Cents (\$400,000.00), which includes
23 settlement payments to Participating Class Members, Attorneys’ Fees and Costs to Class Counsel,
24 Enhancement Payment to Plaintiff, PAGA Settlement Amount, and Settlement Administration
25 Costs to the Settlement Administrator.

26 9. “Net Settlement Amount” means the Maximum Settlement Amount less the
27 following amounts: (i) Attorneys’ Fees and Costs to Class Counsel; (ii) Enhancement Payment to
28



1 Plaintiff; (iii) Settlement Administration Costs to the Settlement Administrator; and (iv) PAGA
2 Settlement Amount.

3 10. "Opt Out(s)" means any Settlement Class Member who submits a request to be
4 excluded from this Settlement, by submitting a Request for Exclusion under the procedures set
5 forth below.

6 11. "Participating Class Member" means any Settlement Class Member who does not
7 submit a timely Request for Exclusion under the procedures set forth below.

8 12. "Parties" means Defendants, Plaintiff, and the Settlement Class.

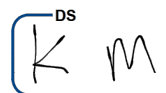
9 13. "Plaintiff" means Plaintiff Kevin J. McDonald.

10 14. "Released Parties" means: (A) Cooper Lighting LLC, Cooper Lighting Solutions,
11 GFSS – Eaton Corporation, Eaton's Lighting Business, and Eaton Corporation, and each and all
12 past or present partners, parents, subsidiaries, or affiliates (regardless whether such partners,
13 parents, subsidiaries, or affiliates are individuals, corporations, partnerships, limited partnerships,
14 limited liability companies, or other forms of entity) of Defendants; (B) each and all of the
15 predecessor or successor entities of any of those entities identified in subparagraph (A); or (C) all
16 past and present directors, officers, representatives, insurers, agents, shareholders, partners,
17 members, lawyers, and employees of any of the individuals or entities identified in subparagraphs
18 (A), (B), or (C).

19 15. "Request for Exclusion" means a Settlement Class Member's request, in writing,
20 for exclusion from the Settlement.

21 16. "Response Deadline" means the last date for Settlement Class Members to
22 postmark, for return to the Settlement Administrator, Requests for Exclusion or Objections. The
23 Response Deadline shall be forty-five (45) days after the Settlement Administrator has postmarked
24 the Class Notice for mailing to Settlement Class Members, subject to adjustment in the case of re-
25 mailings, as specified in Section XVI below.

26 17. "Settlement" means the settlement reflected in and to be effectuated through this
27 Joint Stipulation of Settlement.

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1 18. “Settlement Administrator” refers to Simpluris, Inc., an independent third party
2 agreed to by the Parties and paid out of the Maximum Settlement Amount, as described below, to
3 perform the notice, settlement administration, and distribution functions further described in this
4 Joint Stipulation of Settlement.

5 19. “Settlement Class” or “Settlement Class Members” means all current and former
6 hourly non-exempt employees of Defendants in Bloomington, California at any time during the
7 Settlement Period.

8 20. “Settlement Period” means the time period from January 25, 2020 through and
9 including May 31, 2021.

10 21. “Superior Court” means the San Bernardino County Superior Court.

11 **III. THE SETTLEMENT CLASS**

12 For purposes of this Joint Stipulation of Settlement only, the Parties agree to seek, under
13 the procedures described below, the Superior Court’s approval of certification of the following
14 “Settlement Class”: any and all current and former hourly non-exempt employees of Defendants
15 employed in Bloomington, California during the Settlement Period. The Settlement Class shall
16 include any heirs, successors, or assigns or purported assigns of the above-described persons.

17 **IV. MAXIMUM SETTLEMENT AMOUNT**

18 The maximum amount to be paid under this Settlement is Four Hundred Thousand Dollars
19 and No Cents (\$400,000.00) (i.e., Maximum Settlement Amount). This Settlement is based on
20 6,000 pay periods during the Settlement Period. Should the number of such pay periods as of the
21 end of the Settlement Period exceed such stated number by more than 10% (i.e., there are more
22 than 6,600 pay periods), Defendants shall increase the Maximum Settlement Amount by an equal
23 percentage above 10%. For example, if the number of pay periods increased by 11% above 6,000
24 pay periods Defendants agree to increase the Maximum Settlement Amount by 1%. The
25 Maximum Settlement Amount shall be used to pay all of Class Counsel’s Attorneys’ Fees and
26 Costs, all Settlement Administration Costs, Enhancement Payment paid to Plaintiff, all payments
27 to the California Labor Workforce and Development Agency, and all settlement payments to
28 Participating Class Members. No Released Party shall be required to pay anything above or

beyond the Maximum Settlement Amount plus any applicable increase due to pay periods exceeding 6,600, under any circumstance, as a result of this Settlement.

V. PAYMENT TO PLAINTIFF OF ENHANCEMENT PAYMENT AND TO PLAINTIFF FOR A GENERAL RELEASE

1. Plaintiff will apply to the Superior Court for approval of an Enhancement Payment in the amount of no more than Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00) ("Enhancement Payment"). Defendants will not oppose Class Counsel's request of Enhancement Payment up to this specific amount, and the Settlement Administrator will pay Plaintiff the Enhancement Payment awarded by the Superior Court (from the Maximum Settlement Amount). Plaintiff understands and agrees that the Superior Court may in its discretion award a lesser amount as Enhancement Payment, and Plaintiff agrees that he will accept whatever amount, if any, the Superior Court may in its discretion award as Enhancement Payment. If Plaintiff receives Enhancement Payment in less than the specified amount, any such reduction shall constitute part of the amount to be distributed pursuant to Section IX as described below.

2. Plaintiff agrees that the Enhancement Payment awarded to Plaintiff is not a wage payment. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff for his Enhancement Payment. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on his Enhancement Payment. Plaintiff agrees to indemnify the Released Parties for any tax obligations arising out of payments of his Enhancement Payment. The Enhancement Payment is in addition to the Individual Settlement Payment to be paid to Plaintiff. The Enhancement Payment represents payment for the time incurred and services rendered by Plaintiff on behalf of the Settlement Class in obtaining this Settlement.

VI. ATTORNEYS' FEES AND COSTS

1. Class Counsel will apply to the Superior Court for approval of reasonable attorneys' fees incurred for representing Plaintiff and the Settlement Class in the Action in an amount not to exceed one-third of the Maximum Settlement Amount, or a total of One Hundred Thirty-Three Thousand Three Hundred Thirty-Three Dollars (\$133,333.00) ("Attorneys' Fees"). Class Counsel will also apply to the Superior Court for an award of actual costs in an amount of

1 not more than Fifteen Thousand Dollars (\$15,000.00) (together, "Attorneys' Fees and Costs").
2 Defendants will not oppose Class Counsel's request for an award of Attorneys' Fees and Costs up
3 to the specified amounts, and the Settlement Administrator will pay Class Counsel (from the
4 Maximum Settlement Amount) the fees and costs awarded by the Superior Court up to the
5 specified amounts. In the event that the escalator clause described in section IV herein is triggered
6 and the Maximum Settlement Amount is increased, Class Counsel may, in its discretion, increase
7 its Attorneys' Fees in order to remain one-third of the Maximum Settlement Amount.

8 2. Class Counsel and Plaintiff understand and agree that the Superior Court may in its
9 discretion award lesser amounts in Attorneys' Fees and Costs than requested by Class Counsel. If
10 Class Counsel receive Attorneys' Fees or Costs less than the specified amounts, any such
11 reduction shall not revert to Defendants but shall instead constitute part of the amount to be
12 distributed pursuant to Section IX below.

13 3. The amounts so awarded shall be for and in complete satisfaction of all attorneys'
14 fees and costs incurred to date by Plaintiff and/or Class Counsel on behalf of Plaintiff and the
15 Settlement Class, and of all such future fees and costs including, but not limited to, fees and costs
16 incurred in documenting this Settlement, securing Superior Court approval of this Settlement,
17 monitoring this Settlement, reviewing and participating in the settlement administration process,
18 and obtaining the Judgment.

19 4. The Settlement Administrator will give Class Counsel an IRS Form 1099 for the
20 Attorneys' Fees and Costs awarded. Class Counsel understand and agree that they shall be solely
21 responsible for any and all taxes and/or penalties arising from payment of the costs and attorneys'
22 fees provided herein. Not later than the Effective Date, Class Counsel shall provide a fully and
23 properly executed IRS Form W-9 for purposes of the payments which the Settlement
24 Administrator will electronically wire to Class Counsel.

25 **VII. SETTLEMENT ADMINISTRATION AND EXPENSES**

26 1. The Parties have agreed to use Simpluris, Inc. to administer the settlement and have
27 allocated Eight Thousand Dollars (\$8,000.00) to reimbursement of costs for administration which
28 will be paid from the Maximum Settlement Amount ("Settlement Administration Costs"). If the

1 allocated Settlement Administration Costs exceed the actual costs sought by the Settlement
2 Administrator, the excess will remain part of the Net Settlement Amount. The Settlement
3 Administrator shall send the Class Notice to Settlement Class Members and prepare and issue the
4 checks to Participating Class Members for their Individual Settlement Payments and to PAGA
5 Employees for their Individual PAGA Payment, to Class Counsel for Attorneys' Fees and Costs,
6 to Plaintiff for his Enhancement Payment, and to the California Labor Workforce Development
7 Agency ("LWDA") (all as specified above or below). The Settlement Administrator shall establish
8 a Qualified Settlement Fund, pursuant to Treasury Regulations section 1.468B for purposes of
9 distributing these amounts. The Settlement Administrator shall file all required tax returns for the
10 Qualified Settlement Fund, and shall calculate, and then remit to appropriate taxing and other
11 governmental authorities, all amounts to be deducted or paid on account of the Individual
12 Settlement Payments. The Settlement Administrator shall provide appropriate indemnities against
13 mistakes or inaccuracies in such tasks and against any misuse or breach of confidentiality for
14 Settlement Class Members' social security numbers, telephone numbers, addresses, or other
15 private information. The Settlement Administrator shall perform all other tasks necessary to
16 administer the Settlement. All disputes relating to the Settlement Administrator's performance of
17 its duties shall be referred to the Superior Court for a final and binding determination, not subject
18 to further review or appeal of any kind.

19 **VIII. PAYMENTS TO THE LABOR AND WORKFORCE DEVELOPMENT AGENCY**

20 1. The Parties have agreed to pay a certain sum to the California Labor and Workforce
21 Development Agency ("LWDA") in connection with the Labor Code Private Attorneys General
22 Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA"). The Parties have agreed that a total of
23 Fifty Hundred Thousand Dollars and No Cents (\$50,000.00) of the Maximum Settlement Amount
24 will be allocated to the resolution of Class Members' claims arising under PAGA for the
25 Settlement Period ("PAGA Settlement Amount"). Pursuant to PAGA, Seventy-Five Percent
26 (75%), or Thirty-Seven Thousand Five Hundred Dollars and No Cents (\$37,500.00), of the PAGA
27 Settlement Amount will be paid to the LWDA ("LWDA Payment"), and Twenty-Five Percent
28 (25%), or Twelve Thousand Five Hundred Dollars and No Cents (\$12,500.00), of the PAGA

1 Settlement Amount shall be distributed to Settlement Class Members who were employed during
2 the Settlement Period ("PAGA Employees") as specified below. This \$12,500.00 shall be referred
3 to as the "PAGA Employees Portion." The Parties agree that if the Court orders a PAGA
4 allocation higher than the foregoing, such determination shall not increase the amount of the
5 Maximum Settlement Amount, and the amounts that constitute the Maximum Settlement amount
6 shall be reallocated as necessary.

7 2. The Settlement Administrator will pay to the LWDA, in accordance with California
8 Labor Code section 2699(i), the amount of Thirty-Seven Thousand Five Hundred Dollars and No
9 Cents (\$37,500.00). The Settlement Administrator will advise Class Counsel when this payment is
10 made.

11 **IX. PAYMENTS TO PARTICIPATING CLASS MEMBERS**

12 1. After the Enhancement Payment, Attorneys' Fees and Costs, Settlement
13 Administration Costs, and PAGA Settlement Amount (as specified above) have been satisfied
14 from the Maximum Settlement Amount, the remainder (i.e., Net Settlement Amount) shall be
15 available to pay Settlement Class Members who did not Opt Out (i.e., Participating Class
16 Members) for their share of the Net Settlement Amount (i.e., their Individual Settlement
17 Payments). The PAGA Settlement Amount will be distributed (as described above) 75% to the
18 LWDA (i.e., LWDA Payment) and the remaining 25% shall be distributed to PAGA Employees
19 on a *pro rata* basis.

20 2. Under this Joint Stipulation of Settlement, each Settlement Class Member shall be
21 allocated an Individual Settlement Payment based on the number of pay periods each Settlement
22 Class Member worked for Defendants as an hourly non-exempt employee in Bloomington,
23 California during the Settlement Period ("Pay Periods"). The Individual Settlement Payment for
24 each Settlement Class Member who does not Opt Out and is deemed a Participating Class Member
25 shall be calculated as follows: (a) the number of Pay Periods each Participating Class Member
26 worked as an hourly non-exempt employee for Defendants in Bloomington, California during the
27 Settlement Period; divided by (b) the aggregate number of Pay Periods for all Participating Class
28 Members as calculated under subparagraph (a); and then multiplied by (c) the Net Settlement

1 Amount. The Pay Periods worked shall be calculated using Defendants' payroll and timekeeping
2 records. Because PAGA Employees cannot opt out of the PAGA claims, each PAGA Employee,
3 whether or not a Participating Class Member, shall also receive his or her share of the PAGA
4 Employees Portion ("Individual PAGA Payment") calculated as follows: (a) the number Pay
5 Periods each PAGA Employee worked as an hourly non-exempt employee for Defendants in
6 Bloomington, California during the Settlement Period; divided by (b) the aggregate number of Pay
7 Periods worked by all PAGA Employees during the Settlement Period; and then multiplied by (c)
8 the PAGA Employees Portion.

9 3. The Parties agree that the Individual Settlement Payments shall constitute one
10 hundred percent (100%) penalties. Each Individual PAGA Payment shall be treated as one
11 hundred percent (100%) penalties.

12 4. The Settlement Administrator shall pay to each Participating Class Member his or
13 her share of the Individual Settlement Payment, in the manner and on the schedule set forth below.

14 5. The Settlement Administrator shall issue to each Participating Class Member and
15 PAGA Employee an IRS Form 1099 for his or her Individual Settlement Payment and/or
16 Individual PAGA Payment (if applicable).

17 6. Defendants, Defense counsel, Plaintiff, and Class Counsel make no representation
18 as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff and
19 Settlement Class Members are not relying on any statement, representation, or calculation by
20 Defendants, Defense counsel, Plaintiff, Class Counsel, or the Settlement Administrator in this
21 regard. Plaintiff and Settlement Class Members understand and agree that they will be solely
22 responsible for the payment of any taxes and penalties assessed on the payments described herein.
23 Each of the Participating Class Members and PAGA Employees agree to indemnify the Released
24 Parties for any tax obligations arising out of payments to him or her of any portion of an
25 Individual Settlement Payment or Individual PAGA Payment.

26 7. Settlement Class Members shall not, on account of receiving any Individual
27 Settlement Payment or Individual PAGA Payment, be entitled to any other or additional
28 compensation, benefits, contributions, or matching employer funding of any kind under any

1 agreement or plan governing benefits or compensation (such as but not limited to any agreements
2 or plans for incentives, stock options, retirement, deferred compensation) regardless of any
3 contrary language or provisions in any such agreement or plan. The Individual Settlement
4 Payment and/or Individual PAGA Payment shall be the sole compensation and benefit to the
5 Participating Class Members and PAGA Employees under this Settlement Agreement.

6 **X. TIMING OF PAYMENT OBLIGATIONS**

7 1. Defendants shall electronically wire the Maximum Settlement Amount and any
8 applicable increase due to pay periods exceeding 6,600 within fifteen (15) business days after the
9 Court grants Final Approval of the Settlement.

10 2. The Settlement Administrator shall distribute Individual Settlement Payments to
11 Participating Class Members, Individual PAGA Payments to PAGA Employees, the Court-
12 approved Attorneys' Fees and Costs to Class Counsel, the Court-approved Enhancement Payment
13 to Plaintiff, the LWDA Payment to the LWDA, and the Court-approved Settlement
14 Administration Costs to itself within ten (10) business days of receipt of the Maximum Settlement
15 Amount.

16 3. Participating Class Members and PAGA Employees will have one hundred eighty
17 (180) calendar days from the date of issuance of the check to cash or otherwise deposit their
18 check. For any check not cashed after 180 calendar days, the Settlement Administrator shall cancel
19 the check and remit the funds to the California State Controller's Office, Unclaimed Property
20 Division in the name of the Participating Class Member who failed to cash their check. The
21 Settlement Administrator shall inform the Parties regarding the status of any uncashed checks at
22 the conclusion of the 180-calendar day check cashing period, including the amount at issue.

23 4. The Settlement Administrator shall place the funds in an interest-bearing account,
24 and any interest earned shall be paid to the Individual Settlement Payments for Participating Class
25 Members.

26 **XI. NO OTHER PAYMENTS**

27 Except for the payments and obligations provided above, all of which shall be satisfied
28 from the Maximum Settlement Amount, no Released Party shall have any obligation to make any

1 payment to any Plaintiff, to the Settlement Class, or to any other person or entity as a result of the
2 Action or this Joint Stipulation of Settlement. Except as set forth above, the Parties shall bear all
3 their own costs and attorneys' fees in connection with this Joint Stipulation of Settlement and the
4 Action.

5 **XII. RELEASES BY PARTICIPATING CLASS MEMBERS**

6 1. As of the Effective Date and full funding of the Maximum Settlement Amount and
7 any applicable increase due to pay periods exceeding 6,600 by Defendants to the Settlement
8 Administrator, each Participating Class Member hereby fully, finally, and forever releases and
9 discharges each and every one of the Released Parties from any and all claims under any legal
10 theory under state law for any alleged failure to furnish accurate wage statements during the
11 Settlement Period ("Released Class Claims"). This Release shall include all claims and theories
12 arising under the California Labor Code, wage orders, and applicable regulations, including Labor
13 Code Sections 226, as well as claims under Business and Professions Code section 17200 *et seq.*,
14 as alleged in the Action.

15 2. As of the Effective Date and full funding of the Maximum Settlement Amount by
16 Defendants to the Settlement Administrator, each PAGA Employee and the State of California
17 hereby fully, finally, and forever releases and discharges each and every one of the Released
18 Parties from all claims: (a) arising in whole or in part, during the Settlement Period, for any of the
19 following: any alleged or actual violations of the Private Attorneys General Act, Labor Code
20 section 2699 *et seq.* ("PAGA") which derive from the foregoing Released Class Claims; or (b) in
21 any manner arising out of any of the other facts or legal theories alleged or asserted in the Action,
22 whether formally raised in the operative complaint in this Action, the January 25, 2021 letter to
23 the LWDA, or otherwise (collectively, the "Released PAGA Claims") (together the Released
24 Class Claims and Released PAGA Claims are the "Released Claims").

25 **XIII. PLAINTIFF'S FURTHER RELEASE**

26 In partial consideration for the Enhancement Payment and other benefits under this Joint
27 Stipulation of Settlement, Plaintiff provides the following additional releases: as of the Effective
28 Date, Plaintiff shall fully, finally, and forever release and discharge each and every one of the

Released Parties from all claims, demands, rights, liabilities, and causes of action of every nature and description whatsoever, whether known or unknown, whether sounding in tort, in contract, in law, in equity or otherwise, and including but not limited to all claims for violation of any local, state, or federal statute, rule, or regulation, which plaintiff now has, owns, or holds, or claims to have, own, or hold, or which she ever had, owned or held, whether known or unknown, suspected or unsuspected, at any time prior to the date she executes this Joint Stipulation of Settlement (collectively "Plaintiff's Released Claims"). Plaintiff's Released Claims include, without limitation, any claims under Title VII of the Civil Rights Act of 1964, any claims for fraud, promises without the intent to perform, intentional or negligent misrepresentation, breach of contract, breach of the implied covenant of good faith and fair dealing, wrongful termination in violation of public policy, retaliatory discharge, violations of the California Labor Code, violations of the Fair Labor Standards Act, accounting, intentional or negligent infliction of emotional distress, violations of California Business and Professions Code section 17200 *et seq.*, or violations of the California Fair Employment and Housing Act.

With respect to Plaintiff's Released Claims, Plaintiff stipulates and agrees that, upon the Effective Date, he shall be deemed to have expressly waived and relinquished to the fullest extent permitted by law, the provisions, rights, and benefits of Section 1542 of the California Civil Code or any other similar provision under federal, state, or local law. Section 1542 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.

Plaintiff may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of Plaintiff's Released Claims, but Plaintiff, upon the Effective Date, shall be deemed to have fully, finally, and forever settled and released any and all of Plaintiff's Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore

1 have existed, upon any theory of law or equity now existing or coming into existence in the future,
2 including, without limitation, conduct which is negligent, intentional, with or without malice, or a
3 breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such
4 different or additional facts.

5 Plaintiff represents, covenants, and warrants that he is the owner of all of Plaintiff's
6 Released Claims, and that he has not directly or indirectly assigned, transferred, or encumbered, or
7 purported to assign, transfer or encumber to any person or entity, whether by operation of law or
8 otherwise, any portion of Plaintiff's Released Claims.

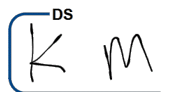
9 Plaintiff shall not be permitted to seek any further payment or any personal relief of any
10 kind, including any payment for damages, wages, fees, costs, penalties, or interest, other than the
11 consideration he is receiving under this Joint Stipulation of Settlement, on account of Plaintiff's
12 Released Claims. Exempted from this release shall be the amount Plaintiff is paid as an
13 Enhancement Payment, Individual Settlement Payment, or Individual PAGA Payment, and any
14 claims that are currently subject to any workers' compensation claim; except, however, these
15 releases shall include and extend to claims under California Labor Code section 132a.

16 **XIV. COVENANT NOT TO SUE OR SEEK RECOVERY**

17 Plaintiff hereby warrants and represents that he has not filed any complaint, lawsuit,
18 grievance, demand for arbitration, charge, and/or other claim against any of the Released Parties,
19 with any court, governmental or administrative agency or entity asserting any claim or claims
20 based on any of Plaintiff's Released Claims, other than the Action and the letters to the LWDA
21 concerning the allegations in the Action.

22 **XV. PROCEDURE FOR OBTAINING PRELIMINARY APPROVAL OF JOINT** 23 **STIPULATION OF SETTLEMENT**

24 The Parties agree to work cooperatively in order to obtain preliminary and final approval
25 of the Settlement. The Parties shall cooperate in limiting the Superior Court proceedings to those
26 necessary for such preliminary and final approval. The Parties agree to take all steps reasonably
27 necessary to secure both preliminary and final approval of the Settlement.

28 

XVI. PROCEDURES FOR NOTICE, SUBMITTING REQUESTS FOR EXCLUSION, OBJECTIONS, AND FINAL SETTLEMENT APPROVAL

1. Class Notices and Requests for Exclusion

a. Within fifteen (15) calendar days after entry of the Preliminary Approval Order, Defendants shall provide the Settlement Administrator the name, last known address, and Social Security number of each Settlement Class Member, along with their dates of employment and any other information needed to calculate Individual Settlement Payments and Individual PAGA Payments ("Class Data"). The Settlement Administrator will keep this information confidential and use it only for the purposes described herein.

b. Within fifteen (15) calendar days of receipt of the Class Data from Defendants, the Settlement Administrator shall mail the Class Notice to all Settlement Class Members via first-class U.S. mail. Prior to mailing the Class Notice, the Settlement Administrator shall run a check of the addresses in the Class Data against the United States Postal Service National Change of Address Database ("NCOA") to update for any reported address changes. If any Class Notice is returned as undeliverable without a forwarding address, the Settlement Administrator shall take appropriate steps to identify a current proper address for that Settlement Class Member, including conducting a "standard search," also known as a "skip trace" or "credit header" search. The Settlement Administrator shall then re-mail the Class Notice to the updated address. If a Class Notice is returned to the Settlement Administrator as undeliverable with a forwarding address, the Settlement Administrator will promptly forward the Class Notice to the address.

c. The Class Notice shall provide that any Settlement Class Member may dispute the number of Pay Periods credited to them in their Class Notice. If any Settlement Class Member disputes their Pay Periods information used to calculate the Individual Settlement Payment or Individual PAGA Payment, the Settlement Class Member may state the basis of his or her disagreement and submit documentation supporting the Settlement Class Member's position, by not later than the Response Deadline. The Settlement Administrator shall notify Class Counsel and Defendants' counsel of any dispute so raised. The Settlement Administrator will review

1 Defendants' records and consult Defendants' counsel and Class Counsel in order to determine if
2 there is a discrepancy. The Settlement Administrator will decide the dispute using Defendants'
3 records and the decision of the Settlement Administrator shall be final.

4 d. Along with the Class Notice, each Settlement Class Member shall also
5 receive instructions on what needs to be stated in the Request for Exclusion if the Settlement Class
6 Member wants to be excluded from this Settlement. If a Settlement Class Member wishes to Opt-
7 Out from this Settlement, and from the release of claims pursuant to this Settlement, he or she
8 shall submit an "Opt-Out Letter" or "Request for Exclusion" directly to the Settlement
9 Administrator that must be mailed or faxed and postmarked or fax-stamped on or before the
10 Response Deadline, or within fifteen (15) calendar days after the postmark of a Class Notice re-
11 mailed to a corrected address for that Settlement Class Member, whichever is later. The written
12 Request for Exclusion shall: (1) make the following statement or a similar statement: "I wish to
13 exclude myself from the settlement reached in the matter of *McDonald v. Cooper Lighting, et al.* I
14 understand that, by excluding myself, I will not receive any money (other than the PAGA
15 Settlement Amount) from the settlement reached in this matter"; (2) contain the name, address,
16 and the last four digits of the Social Security number of the person requesting exclusion; (3) be
17 signed by the Settlement Class Member; and (4) be postmarked or fax stamped by the Response
18 Deadline and returned to the Settlement Administrator at the specified address or fax telephone
19 number stated in the Class Notice. However, the Request for Exclusion will be valid unless it is
20 not timely submitted, is not signed by the Settlement Class Member, or does not contain the name
21 and address of the Settlement Class Member. The date of the postmark on the return mailing
22 envelope or fax stamp on the Request for Exclusion shall be the exclusive means used to
23 determine whether the Request for Exclusion was timely submitted. Any Settlement Class
24 Member who requests to be excluded from the Settlement Class will not be entitled to any
25 recovery under the Settlement, will not be bound by the terms of the Settlement, and will not have
26 any right to object, appeal, or comment thereon, except he or she shall receive his or her PAGA
27 share of the settlement if he or she is a PAGA Employee (since he or she cannot opt out of the
28 PAGA settlement). Settlement Class Members who fail to submit a valid and timely written

1 Request for Exclusion on or before the Response Deadline shall be bound by all the terms of the
2 Settlement and any Judgment.

3 e. The Settlement Administrator shall maintain a list of persons who have
4 excluded themselves and shall include the names of the Settlement Class Members who Opt-Out
5 in his/her declaration in support of final approval. The Settlement Administrator shall retain the
6 originals of all Requests for Exclusion letters (including the envelopes with the postmarks)
7 received, and shall make copies or the originals available to Defendant's counsel or Class Counsel
8 upon request.

9 2. **Procedure for Obtaining Final Superior Court Approval of Settlement;**
10 **Objections**

11 a. The Class Notice shall provide that any Participating Class Member who
12 wishes to object to this Joint Stipulation of Settlement must mail to the Settlement Administrator
13 by first class mail a written statement objecting to this Joint Stipulation of Settlement setting forth
14 the legal and factual grounds for any objections ("Objection"), or if no written objection is
15 submitted, the Participating Class Member may still appear at the final settlement hearing to
16 object. Such written objections should be mailed and postmarked or fax-stamped on or before the
17 Response Deadline, or within fifteen (15) calendar days after the postmark of a Class Notice re-
18 mailed to a corrected address for that Settlement Class Member, whichever is later. The written
19 Objection shall: (1) contain the name, address, and the last four digits of the Social Security
20 number of the person objecting; (2) be signed by the Participating Class Member; (3) state the
21 grounds on which the Participating Class Member is objecting as well as any documents or
22 evidence supporting his or her objection(s); and (4) be postmarked or fax stamped by the
23 Response Deadline and returned to the Settlement Administrator at the specified address or fax
24 telephone number stated in the Class Notice. Upon receipt of any Objections, the Settlement
25 Administrator will forward copies of said Objections to Class Counsel and Defense counsel. To
26 the extent that the Participating Class Member is represented by counsel, his/her attorney shall file
27 with the Superior Court a notice of appearance providing the attorney's contact information.

1 b. Approximately thirty (30) calendar days after the Response Deadline or as
2 determined by the Superior Court, the Superior Court shall conduct a final settlement hearing to
3 determine whether to finally approve this Joint Stipulation of Settlement and to determine Class
4 Counsel's request for Attorneys' Fees and Costs, Enhancement Payment to Plaintiff, and the cost
5 for administering the Settlement to the Settlement Administrator. Within ten (10) calendar days
6 after the Response Deadline, the Settlement Administrator shall provide a declaration regarding
7 the administration of the Settlement, of all Opt Outs, and of any written objections described
8 above. Class Counsel shall prepare a memorandum of points and authorities in support of this
9 Settlement and request for Attorneys' Fees and Costs, Enhancement Payment, and administration
10 costs, and shall file them with the Superior Court, for purposes of the final settlement hearing.

11 c. After entry of the Judgment, the Superior Court shall have continuing
12 jurisdiction over the Action solely for purposes of addressing: (i) settlement administration
13 matters; and (ii) such post-Judgment matters as may be appropriate.

14 **XVII. TERMINATION OF SETTLEMENT**

15 In the event: (i) the Superior Court does not enter the Preliminary Approval Order without
16 material change; (ii) the Superior Court does not finally approve this Joint Stipulation of
17 Settlement without material change; (iii) the Superior Court does not enter the Judgment without
18 material change; (iv) the Judgment is materially modified or reversed upon review by a higher
19 court; or (v) this Settlement does not become final for any other reason (except as provided
20 below), Plaintiff or Defendants may, in their sole and absolute discretion, terminate this Joint
21 Stipulation of Settlement. In the case of such a termination, this Joint Stipulation of Settlement
22 shall be null and void as if it had never been executed, the Parties shall be returned to their
23 respective statuses as of the date and time immediately prior to the execution of this Joint
24 Stipulation of Settlement, and Plaintiff and Defendants shall proceed with the Action in all
25 respects as if this Joint Stipulation of Settlement had not been executed. Prior to either Party
26 exercising an option to terminate the Settlement, the Parties agrees to meet and confer in good
27 faith in an effort to resolve the issue(s) and proceed in a manner most likely to result in approval
28 of the Settlement. As provided above, the Superior Court's failure to award the amount of costs,

attorneys' fees, or Enhancement Payment sought by Class Counsel or by Plaintiff shall not be a material change or entitle Plaintiff or Class Counsel to terminate this Settlement.

XVIII. DEFENDANTS' OPTION TO TERMINATE JOINT STIPULATION OF SETTLEMENT

If ten percent (10%) or more of the Settlement Class Members submit complete and timely Requests for Exclusion, Defendants shall have, in their sole and absolute discretion, the option to terminate this Joint Stipulation of Settlement. Defendants shall be entitled to exercise these termination rights by providing written notice to Class Counsel at any time within fifteen (15) calendar days of learning of the condition triggering termination. In the event that Defendants exercise this option, Defendants shall solely be responsible for all costs of administration.

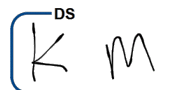
In the case of a termination under this Section, this Joint Stipulation of Settlement shall be null and void as if it had never been executed, the Parties shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Joint Stipulation of Settlement, and Plaintiff and Defendants shall proceed with the Action in all respects as if this Joint Stipulation of Settlement had not been executed.

XIX. MISCELLANEOUS

1. The descriptive headings of any paragraphs or sections of this Joint Stipulation of Settlement are inserted for convenience of reference only and do not constitute a part of this Joint Stipulation of Settlement.

2. The Parties agree to hold in abeyance all proceedings in the Action, except such proceedings necessary to implement and complete this Settlement, pending final approval of this Joint Stipulation of Settlement. In the event an appeal is filed from the Judgment, or any other appellate review is sought prior to the Effective Date, administration of this Joint Stipulation of Settlement shall be stayed pending final resolution of the appeal or other appellate review.

3. No waiver of any term or provision of this Joint Stipulation of Settlement shall be binding unless in writing and signed by the Party waiving the breach. This Joint Stipulation of



1 Settlement may be amended or modified only by a written instrument signed by counsel for all
2 Parties or their successors-in-interest.

3 4. This Joint Stipulation of Settlement constitutes the entire agreement among the
4 Parties with respect to the subject matter hereof, and fully supersede all prior agreements and
5 understandings between the Parties with respect thereto. No oral representations, warranties, or
6 inducements have been made to any Party concerning this Joint Stipulation of Settlement other
7 than the representations, warranties, and covenants contained and memorialized in such
8 documents.

9 5. In addition to the Parties, this Joint Stipulation of Settlement shall be binding upon,
10 and shall inure to the benefit of, the Parties' respective heirs, representatives, executors,
11 administrators, successors, and assigns.

12 6. This Joint Stipulation of Settlement is made and entered into in the State of
13 California and shall in all respects be interpreted, enforced, and governed under the laws of said
14 state as applied to transactions or events with contacts exclusively within California, and without
15 applying California's conflict of laws rules. The Parties agree that this Joint Stipulation may be
16 enforced under Civil Code section 664.6 and that any action arising out of or to enforce this Joint
17 Stipulation of Settlement shall be brought exclusively within San Bernardino County, California.

18 7. Counsel for all Parties warrant and represent that they are expressly authorized by
19 the Parties whom they represent to enter into this Joint Stipulation of Settlement, to take all
20 appropriate action required or permitted to be taken by such Parties pursuant to this Joint
21 Stipulation of Settlement to effectuate its terms, and to execute any other documents required to
22 effectuate the terms of this Joint Stipulation of Settlement. The Parties and their counsel will
23 cooperate with each other and use their best efforts to effect the implementation of this Joint
24 Stipulation of Settlement.

25 8. The Parties agree that neither they nor their counsel will solicit or otherwise
26 directly or indirectly encourage Settlement Class Members to request exclusion from the
27 Settlement Class, to object to this Joint Stipulation of Settlement, or to appeal from the Judgment.

1 9. The Parties have cooperated in the drafting and preparation of this Joint Stipulation
2 of Settlement. This Joint Stipulation of Settlement shall not be construed against any Party on the
3 basis that such Party was the drafter.

4 10. Plaintiff and his counsel will not publicize or promote the fact, terms, or amount of
5 this Joint Stipulation of Settlement or the claims being settled through press release, press
6 conference, or postings on social media or websites until after final approval is granted. If asked
7 for comment by the media or third parties, Plaintiff shall respond only with “no comment” or
8 statements agreed to by Defendants. Class Counsel may refer to the settlement in adequacy of
9 counsel declarations, and following Preliminary Approval, may state on their websites that they
10 settled a wage and hour class action in the Superior Court and generally describe the claims at
11 issue, provided that they describe Defendants only as a “Defendant Employer.” Further, the Parties
12 understand and agree that Class Counsel may disclose this Joint Stipulation of Settlement if
13 ordered to do so by the Court, *e.g.*, post any settlement documents/orders on their respective
14 websites and/or provide information to Settlement Class Members about this Joint Stipulation of
15 Settlement. This Joint Stipulation of Settlement may also be used for purposes of resolving related
16 or overlapping lawsuits or claims by showing the scope of releases and the res judicata bar.

17 11. To the fullest extent permitted by law, Plaintiff agrees to not disparage or publish
18 or disseminate information, whether oral or written, that is derogatory in any manner or which
19 may be harmful to any Released Party or their business or personal reputation, whether such
20 information was acquired before, during or after Plaintiff’s employment with Defendant.

21 12. This Joint Stipulation of Settlement may be executed in counterparts, and when
22 each Party has signed and delivered at least one such counterpart, each counterpart shall be
23 deemed an original, and, when taken together with other signed counterparts, shall constitute one
24 Joint Stipulation of Settlement, which shall be binding upon and effective as to all Parties. This
25 Joint Stipulation of Settlement may be signed through electronically exchanged documents (such
26 as PDFs) which shall be treated as original paper copy signatures.

27 13. The Parties believe that this is a fair, reasonable, and adequate Settlement and have
28 arrived at this Settlement through arms-length negotiations, taking into account all relevant

1 factors, present and potential.

2 14. Should any part, term or provision of this Joint Stipulation of Settlement, with the
3 exception of Sections IV, IX, XII, XIII, XVII, and XVIII, be declared or determined by any court
4 or other tribunal of appropriate jurisdiction to be invalid or unenforceable, any such invalid or
5 unenforceable part, term, or provision shall be deemed stricken and severed from this Joint
6 Stipulation of Settlement and any and all of the other terms of the Joint Stipulation of Settlement
7 shall remain in full force and effect to the fullest extent permitted by law. The Sections specified
8 above in this paragraph are of the essence of this Joint Stipulation of Settlement, and, should any
9 term or provision of those Sections be deemed invalid or unenforceable, the court making such
10 determination shall have the power to limit the term or provision, to delete or rewrite specific
11 words or phrases in those terms or provisions, or to replace any invalid or unenforceable term or
12 provision to make the term or provision valid and enforceable; provided that any such
13 modification must come as close as possible to expressing the intention of the invalid or
14 unenforceable term or provision and provided further that such changes may not eliminate or
15 amend any Parties' termination rights under Sections XVII or XVIII.

16 15. Nothing in this Joint Stipulation of Settlement shall restrict: (i) any right to file,
17 testify, or otherwise cooperate in the investigation of an administrative charge or complaint with
18 the Equal Employment Opportunity Commission, the National Labor Relations Board or other
19 federal, state, or local administrative or law enforcement agency, although Plaintiffs are waiving
20 any right to monetary recovery related to such a charge or complaint; (ii) any right to report
21 allegedly unlawful conduct pursuant to the "whistleblower" provisions of federal or state law or
22 regulation, including the right to receive awards pursuant to Section 21F of the Securities
23 Exchange Act; (iii) any right to communicate directly with, respond to an inquiry from, or provide
24 testimony before, the Securities and Exchange Commission (SEC), the Financial Industry
25 Regulatory Authority (FINRA), any other self-regulatory organization or any other regulatory
26 authority; or (iv) the Parties and their counsel from complying with a valid subpoena, court order,
27 or any other legal process requesting or requiring production of this Joint Stipulation of
28 Settlement, disclosure of the terms of this Joint Stipulation of Settlement, or disclosure of anything

1 else covered by the confidentiality provisions of this Joint Stipulation of Settlement, provided that,
2 upon receiving such a subpoena, process, or court order, the receiving Party shall immediately
3 give notice to the other Party or the other Party's counsel, identify the subpoena, process, or court
4 order, and state the time in which production or disclosure is required, so as to afford the other
5 Party an opportunity to obtain an order barring such production or disclosure.

6 16. In any proceeding to enforce or construe this Joint Stipulation of Settlement, the
7 prevailing Party shall be entitled to recover its costs and attorney's fees.

8 17. This Agreement may not be changed, altered, or modified, except in a writing
9 signed by the Parties, and approved by the Court. Notwithstanding the forgoing, the Parties agree
10 that any dates contained in this Agreement may be modified by agreement of the Parties without
11 Court approval if the Parties agree and cause exists for such modification. This Agreement may
12 not be discharged except by performance in accordance with its terms or by a writing signed by
13 the Parties.

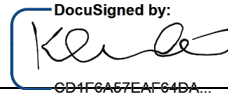
14 18. This Agreement and the Exhibit hereto contain the entire agreement between the
15 Parties relating to the resolution of the Litigation. No rights under this Settlement may be waived
16 except in writing and signed by the Party against whom such waiver is to be enforced.

17 19. This Agreement shall be binding upon, and inure to the benefit of, the Parties and
18 their respective heirs, trustees, executors, administrators, successors, and assigns.

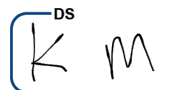
19 20. This Settlement Agreement may be amended or modified only by a written
20 instrument signed by the named Parties and/or counsel for all Parties or their successors-in-
21 interest.

22
23 PLAINTIFF KEVIN J. MCDONALD

24 Dated: March 28, 2022, 2022

DocuSigned by:

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26
27 ///

28


DEFENDANT COOPER LIGHTING LLC

Dated: March 30, 2022 By: 
[NAME] Kraig Kasler
Title: President

DEFENDANT COOPER LIGHTING SOLUTIONS

Dated: March 30, 2022 By: 
[NAME] Kraig Kasler
Title: President

DEFENDANT EATON'S LIGHTING BUSINESS

Dated: April 1, 2022 By: Stanley C. Ball
[NAME]
Title: VP & Chief Counsel - Litigation

DEFENDANT GFSS – EATON CORPORATION

Dated: April 1, 2022 By: Stanley C. Ball
[NAME]
Title: VP & Chief Counsel - Litigation

DEFENDANT EATON CORPORATION

Dated: April 1, 2022 By: Stanley C. Ball
[NAME]
Title: VP & Chief Counsel - Litigation

///

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1 **APPROVED AS TO FORM:**

2 LAVI & EBRAHIMIAN, LLP

3
4 Dated: March 28, 2022, 2022

By: _____

Joseph Lavi

Vincent C. Granberry

Pooja V. Patel

Melissa A. Huether

*Counsel for Plaintiff, on behalf of herself and all
others similarly situated*

9 TUCKER ELLIS LLP

10
11 Dated: _____, 2022

By: _____

Ndubisi Ezeolu

Lisa Carteen

*Counsel for Defendants Cooper Lighting LLC and
Cooper Lighting Solutions*

15 JACKSON LEWIS P.C.

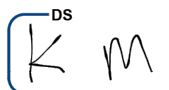
16
17
18 Dated: _____, 2022

By: _____

Michael D. Thomas

Danielle C. Cepeda

*Counsel for Defendants GFSS – Eaton
Corporation, Eaton's Lighting Business, and Eaton
Corporation*

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24
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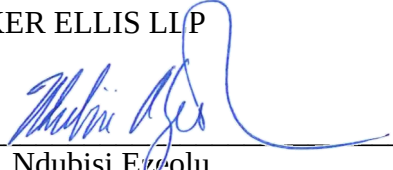
1 **APPROVED AS TO FORM:**

2 LAVI & EBRAHIMIAN, LLP

3
4 Dated: _____, 2022 By: _____

5 Joseph Lavi
6 Vincent C. Granberry
7 Pooja V. Patel
8 Melissa A. Huether
9 *Counsel for Plaintiff, on behalf of herself and all*
10 *others similarly situated*

11 TUCKER ELLIS LLP

12 Dated: March 30, 2022 By:  _____

13 Ndubisi Ezeolu
14 Lisa Carteen
15 *Counsel for Defendants Cooper Lighting LLC and*
16 *Cooper Lighting Solutions*

17 JACKSON LEWIS P.C.

18 Dated: April 1,, 2022 By: Michael D. Thomas _____

19 Michael D. Thomas
20 Danielle C. Cepeda
21 *Counsel for Defendants GFSS – Eaton*
22 *Corporation, Eaton's Lighting Business, and Eaton*
23 *Corporation*

Exhibit A

NOTICE OF SETTLEMENT OF CLASS ACTION

(Kevin J. McDonald v. Cooper Lighting LLC, et al., Superior Court of the State of California, County of San Bernardino, Case No. CIVSB2101433)

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Settlement Payment is: \$<<__>>. See the explanation in Section 5 below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. In exchange for the settlement payment, you will release claims against the Defendants as detailed in Section 4 below. If your address has changed, you must notify the Settlement Administrator as explained in Section 6 below.
Exclude Yourself	To exclude yourself, you must send a written Request for Exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement and you will not be bound by the Settlement. You will still receive an Individual PAGA Payment and release the Released PAGA Claims if you are an PAGA Employee (described below). Instructions are set forth in Section 7 below.
Object	If you do not exclude yourself from the settlement, you may write to the Court about why you do not agree with the settlement or appear at the Final Approval Hearing to make an oral objection. Directions are provided in Section 8 below.

1. Why did I get this Notice?

A proposed class action settlement (“Settlement”) of the above-captioned action pending in the Superior Court of the State of California, in and for the County of San Bernardino (“Court”) has been reached between Plaintiff Kevin J. McDonald (“Plaintiff”) and Defendants Cooper Lighting LLC, Cooper Lighting Solutions, Eaton’s Lighting Business, GFSS – Eaton Corporation, and Eaton Corporation (“Defendants”) and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Notice because you have been identified as a member of the Settlement Class, which is defined as:

All non-exempt persons employed by Defendants in Bloomington, California at any time during the period from January 25, 2020 through and including May 31, 2021.

The Class Period is the time from January 25, 2020 through and including May 31, 2021.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On January 25, 2021, Plaintiff filed suit in the Superior Court of the State of California, County of San Bernardino Case No. CIVSB2101433, against Defendants on behalf of a class of all hourly non-exempt employees (“Action”). On April 8, 2021, Plaintiff filed a separate representative action for civil penalties pursuant to the California Private Attorneys General Act of 2004 (“PAGA”). On [DATE], Plaintiff filed a First Amended Complaint adding a cause of action for civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.*

Thereafter, the Parties attended a full-day private mediation on November 4, 2021, with Steve Serratore, Esq. where the Parties reached the Settlement described herein.

Defendants deny and dispute all of the claims asserted against them. Specifically, Defendants contend that they complied with California wage statement requirements; that Defendants are not liable for any of the penalties claimed or that could be claimed in the Action; and that the Action cannot be maintained as a class action.

The Court granted preliminary approval of the Settlement on [PRELIMINARY APPROVAL DATE]. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and for Joseph Lavi, Vincent Granberry, Pooja V. Patel, and Melissa A. Huether of Lavi & Ebrahimian, LLP to serve as Class Counsel.

3. What are the terms of the Settlement?

Maximum Settlement Amount. Defendants have agreed to pay Four Hundred Thousand Dollars (\$400,000.00) (the “Maximum Settlement Amount”) with no reversion to Defendants. The Maximum Settlement Amount includes all payments of Individual Settlement Payments to Settlement Class Members contemplated by the Settlement, Individual PAGA Payments to PAGA Employees, the Settlement Administration Costs, Attorneys’ Fees and Costs to Class Counsel, and Enhancement Payment to Class Representative, and payment to the Labor and Workforce Development Agency (“LWDA”) for its share of the PAGA Settlement Amount. Any employer-side payroll taxes on the portion of the Individual Settlement Payments allocated to wages shall be separately paid by Defendants.

Within fifteen (15) business days after the Court grants final approval, Defendants will fund the Maximum Settlement Amount by depositing the money with the Settlement Administrator. “Effective Date” means the date the Judgment is “Final” which means the date the Court grants final approval or the date the Settlement is no longer subject to appeal. Ten (10) business days after the settlement is funded, the Settlement Administrator will mail checks for the Individual

Settlement Payments to Participating Class Members and Individual PAGA Payments to PAGA Employees.

Amounts to be Paid From the Maximum Settlement Amount. The Settlement provides for certain payments to be made from the Maximum Settlement Amount as follows, which will be subject to final Court approval, and which will be deducted from the Maximum Settlement Amount before Individual Settlement Payments are paid to Settlement Class Members who do not request exclusion (“Participating Class Members”):

- Settlement Administration Costs. Payment to the Settlement Administrator, not to exceed \$8,000, for expenses, including without limitation expenses of notifying the Settlement Class Members of the Settlement, processing opt outs, and distributing Individual Settlement Payments and Individual PAGA Payments and tax forms, and handling inquiries and uncashed checks.
- Attorneys’ Fees and Costs to Class Counsel. Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Maximum Settlement Amount, which is presently \$133,333 and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$15,000. Class Counsel have been prosecuting the Action on behalf of Plaintiffs and the Settlement Class on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses.
- Enhancement Payments. Plaintiff is requesting an Enhancement Payment in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Settlement Class in initiating and prosecuting the Action, and for the risks he undertook.
- PAGA Payment. A PAGA Settlement Amount of \$50,000 out of the Maximum Settlement Amount, which shall be allocated 75% (\$37,500) to the LWDA as the LWDA’s share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA and 25% (\$12,500) (“PAGA Employees Portion”) will be distributed to the PAGA Employees on a pro rata basis based on their pay periods during the PAGA Period.

Calculation of Payments to Participating Class Members. After all of the payments of the court-approved Enhancement Payment, the Attorneys’ Fees and Costs, the LWDA’s share of the PAGA Settlement Amount, and the Settlement Administration Costs are deducted from the Maximum Settlement Amount, the remaining portion, called the “Net Settlement Amount”, shall be distributed as Individual Settlement Payments to the Participating Class Members. The Net Settlement Amount is estimated to be approximately \$186,167.00, based upon the above proposed deductions. The Settlement Administrator will pay an Individual Settlement Payment from the Net Settlement Amount to each Participating Class Member based on the number of pay periods each Participating Class Member worked for Defendants as an hourly non-exempt employee in Bloomington, California during the Settlement Period (“Pay Periods”). The Individual Settlement Payment for each Participating Class Member will be calculated as follows: (a) the number of Pay Periods each Participating Class Member worked Settlement Period; divided by (b) the aggregate number of Pay Periods for all Participating Class Members; and then multiplied by (c) the Net Settlement Amount.

Calculation of Payments to PAGA Employees. The PAGA Employees Portion will be distributed to Settlement Class Members who were employed during the Settlement Period (i.e., PAGA Employees). The PAGA Period is from January 25, 2020 through and including May 31, 2021. PAGA Employees will receive an Individual PAGA Payment based on the number of pay periods he or she worked during the Settlement Period. PAGA Employees will receive an Individual PAGA Payment regardless of whether they exclude themselves from the Settlement. Individual PAGA Payments will be calculated as follows: (a) the number of pay periods each PAGA Employee worked as an hourly non-exempt employee for Defendants in Bloomington, California during the Settlement Period; divided by (b) the aggregate number of pay periods worked by all PAGA Employees during the Settlement Period; and then multiplied by (c) the PAGA Employees Portion.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Settlement Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If you are a PAGA Employee you will receive an Individual PAGA Payment regardless of if you request exclusion from the Settlement. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. The Parties agree that the Individual Settlement Payments shall constitute 100% penalties. Each Individual PAGA Payment shall be treated as 100% penalties. Neither Class Counsel nor Defendants' Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each individual are unique to him/her, and each individual may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering the Judgment.

4. What Do I Release Under the Settlement?

Released Class Claims. As of the Effective Date and full funding of the Maximum Settlement Amount by Defendant to the Settlement Administrator, each Participating Class Member hereby fully, finally, and forever releases and discharges each and every one of the Released Parties from any and all legal theory under state law for any alleged failure to furnish accurate wage statements during the Settlement Period ("Released Class Claims"). This Release shall include all claims and theories arising under the California Labor Code, wage orders, and applicable regulations, including Labor Code Section 226, as well as claims under Business and Professions Code section 17200 *et seq.*, as alleged in the Action.

As of the Effective Date and full funding of the Maximum Settlement Amount by Defendants to the Settlement Administrator, each PAGA Employee and the State of California hereby fully, finally, and forever releases and discharges each and every one of the Released Parties from all claims: (a) arising in whole or in part, during the Settlement Period, for any of the following: any alleged or actual violations of the Private Attorneys General Act, Labor Code section 2699 *et seq.* ("PAGA") which derive from the foregoing Released Class Claims; or (b) in any manner arising out of any of the other facts or legal theories alleged or asserted in the Action, whether formally raised in the operative complaint in this Action, the January 25, 2021 letter to the LWDA, or

otherwise (collectively, the “Released PAGA Claims”) (together the Released Class Claims and Released PAGA Claims are the “Released Claims”).

The “Released Parties” are (A) Cooper Lighting LLC, Cooper Lighting Solutions, Eaton’s Lighting Business, GFSS – Eaton Corporation, Eaton Corporation, and each and all past or present partners, parents, subsidiaries, or affiliates (regardless whether such partners, parents, subsidiaries, or affiliates are individuals, corporations, partnerships, limited partnerships, limited liability companies, or other forms of entity) of Defendants; (B) each and all of the predecessor or successor entities of any of those entities identified in subparagraph (A); or (C) all past and present directors, officers, representatives, insurers, agents, shareholders, partners, members, lawyers, and employees of any of the individuals or entities identified in subparagraphs (A), (B), or (C)..

This means that, if you do not timely exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants and any other Released Party about the Released Claims resolved by this Settlement. It also means that all of the Court’s orders in the Action will apply to you and legally bind you.

5. How much will my payment be?

Defendants’ records reflect that you worked <<____>> Pay Periods for Defendants as an hourly non-exempt employee in Bloomington, California during the Settlement Period.

Based on this information, your estimated Individual Settlement Payment is <<____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than [**Response Deadline**].

Defendants’ records reflect that you [are/are not] a PAGA Employee. Based on this information your estimated Individual PAGA Payment is <<____>>.

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your Individual Settlement Payment, and if applicable Individual PAGA Payment, will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: _____ (800) _____.

The Court will hold a Final Approval Hearing on _____, at _____ to decide whether to approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately four months after this hearing. If there are objections or appeals, resolving them can take time, usually more than a year. Please be patient.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or “opt out.” **If you opt out, you will not receive an Individual Settlement Payment from the Settlement, and you will not be bound by the Settlement which means you will retain the right to sue Defendants for Released Class Claims.**

To opt out, you must mail to the Settlement Administrator, by First Class Mail, a written, signed and dated request to opt-out postmarked no later than [Response Deadline]. The request to opt-out must be received by the Settlement Administrator and must: (1) make the following statement or a similar statement: “I wish to exclude myself from the settlement reached in the matter of *McDonald v. Cooper Lighting LLC*. I understand that, by excluding myself, I will not receive any money (other than the PAGA Settlement Amount) from the settlement reached in this matter”; (2) contain the name, address, and the last four digits of the Social Security number of the person requesting exclusion; (3) be signed by the Settlement Class Member; and (4) be postmarked or fax stamped by [Response Deadline] and returned to the Settlement Administrator at the specified address or fax telephone number stated in the Class Notice.

The address for the Settlement Administrator is _____. Written requests for exclusion that are postmarked after [Response Deadline], or are incomplete or unsigned will be rejected, and those Settlement Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I don't agree with the Settlement?

Any Settlement Class Member who has not opted out (i.e., Participating Class Member) and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement, the attorneys' fees, the costs and/or the enhancement award, either in writing or in person. Objections that are in writing should: (1) contain the name, address, and the last four digits of the Social Security number of the person objecting; (2) be signed by the Participating Class Member; (3) state the grounds on which the Participating Class Member is objecting as well as any documents or evidence supporting his or her objection(s); and (4) be postmarked or fax stamped by the Response Deadline and returned to the Settlement Administrator at the specified address or fax telephone number stated in the Class Notice. A Participating Class Member may also appear at the Final Approval hearing, either in person or through his or her own attorney, if he or she wishes to object to the Settlement.

All written objections must be mailed to the Settlement Administrator at _____, no later than [Response Deadline].

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Participating Class Members who do not object and you will still be mailed a check for your Individual Settlement Payment and Individual PAGA Payment.

The addresses for Parties' counsel are as follows:

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

The Court will hold a Final Approval Hearing at _____ on _____, at the San Bernardino County Superior Court, located at 247 W. Third Street, San Bernardino, CA 92415, in Department S-26 before Judge David Cohn. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Settlement Class Member is welcome to attend the hearing if they wish.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at _____.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may also get more details by examining the Court’s file on the Internet via the Superior Court of San Bernardino County Public Portal page here: <https://cap.sb-court.org/search> and entering the case number CIVSB2101433 under the “Case Number Search” column on the far left.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.