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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

RAMIRO PEREZ, individually, and on
behalf of other members of the general public
similarly situated; KIM BALLING,
individually, and on behalf of other members
of the general public similarly situated and
on behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act;

Plaintiffs,

vs.

KAISER ALUMINUM CORPORATION, an
unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 18STCV06639

Honorable Carolyn B. Kuhl
Department 12

CLASS ACTION

**DECLARATION OF EDWIN AIWAZIAN
IN SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

[Plaintiffs' Motion for Preliminary Approval
of Class Action Settlement; Declarations of
Proposed Class Representatives (Ramiro Perez
and Kim Baling); and [Proposed] Order filed
concurrently herewith]

Date: August 25, 2021
Time: 10:30 a.m.
Department: 12

Complaint Filed: November 29, 2018
FAC Filed: April 16, 2021
Trial Date: None Set

DECLARATION OF EDWIN AIWAZIAN

I, Edwin Aiwarzian, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiffs Ramiro Perez and Kim Balling. The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

EDUCATION

2. In May of 2004, I graduated from *Pepperdine University School of Law* with a Juris Doctor degree. I have extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, I have previously served as a *pro bono* mediator for the Los Angeles Superior Court. In October of 2000, I obtained a Litigation Paralegal Certificate from the *UCLA Extension Program*. During the summer of 2000, I studied Legal Writing at *Harvard University*. In April of 1999, I obtained a Bachelor of Arts degree in Communication with a concentration in Natural Sciences from *Pepperdine University*.

JUDICIAL EXTERNSHIPS

3. From approximately September 2002 to approximately December 2002, I served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the *United States Court of Appeals for the Ninth Circuit*. From approximately June 2002 to approximately August 2002, I served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the *California Court of Appeal for the Second Appellate District*.

LITIGATION AND CLASS ACTION EXPERIENCE

4. In December of 2004, I obtained a license to practice law from the California State Bar. From approximately December 2004 to approximately August 2008, I was employed by the law firm of *Girardi & Keese*.

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1 5. At *Girardi & Keese*, my practice focused on class actions and other complex cases
2 involving toxic torts and products liability. In addition, I gained substantial experience on cases
3 involving insurance bad faith, premises liability, and medical negligence. While employed by
4 *Girardi & Keese*, I argued approximately 100 motions, took or defended approximately 150
5 depositions, and prepared dozens of expert witnesses for deposition or trial.

6 6. Since its inception, in or around October of 2008, *Lawyers for Justice, PC* has almost
7 exclusively focused on the prosecution of consumer and employment class actions, involving
8 wage-and-hour claims, race discrimination, unfair business practices or consumer fraud.
9 Currently, we are the attorneys of record in over a dozen employment-related putative class actions
10 in both state and federal courts in the State of California. Our firm has successfully litigated cases
11 involving the executive, administrative, and other overtime exemptions to the State of California
12 and federal overtime compensation requirements. During this relatively short time, in association
13 with other law firms, we have recovered millions of dollars on behalf of thousands of individuals
14 in California.

15 **EXAMPLES OF CLASS ACTION RESULTS**

16 7. What follows are just a few examples of the type of results we have achieved on
17 behalf of our clients:

18 a) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
19 and-hour class and representative action against a major property management company involving
20 allegations of misclassification of various “manager” positions. On September 20, 2010, the court
21 granted final approval of the class and representative action settlement. The Los Angeles County
22 Superior Court Case Number is BC400414.

23 b) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
24 and-hour class action against a national retailer involving allegations of misclassification of the
25 “Assistant Store Manager” position. On October 28, 2010, the court granted final approval of the
26 class action settlement. The Los Angeles County Superior Court Case Number is BC413498.

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1 c) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
2 and-hour class and representative action against a national property management company
3 involving allegations of misclassification of the “Property Manager” position. On May 23, 2012,
4 the court granted final approval of the class and representative action settlement. The Los Angeles
5 County Superior Court Case Number is BC430918.

6 d) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
7 and-hour class action against a national retailer involving allegations of misclassification of the
8 “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class
9 certification. On August 26, 2013, the court granted final approval of the class action settlement.
10 The Los Angeles County Superior Court Case Number is BC424012.

11 e) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
12 and-hour class and representative action against a bank, involving allegations of misclassification
13 of the “Assistant Branch Manager” position. On August 27, 2013, the court granted final approval
14 of the class and representative action settlement. The Kern County Superior Court Case Number
15 is S-1500-CV-273194-LHB.

16 f) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
17 and-hour class and representative action against a national wholesale distributor of plumbing and
18 builder supplies, involving allegations of misclassification of multiple salaried “manager”
19 positions. On May 22, 2014, the court granted final approval of the class and representative action
20 settlement. The Sacramento County Superior Court Case Number is 34-2012-00136285.

21 g) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
22 and-hour class action involving allegations of misclassification of the “Operations Manager”
23 position. On September 16, 2014, the court granted plaintiffs’ motion for class certification. The
24 Los Angeles County Superior Court Case Number is BC478769.

25 h) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
26 and-hour class and representative action against a national retailer of household items, on behalf
27 of hourly-paid or non-exempt employees. On May 27, 2015, the court granted final approval of
28

1 the class and representative action settlement. The San Francisco County Superior Court Case
2 Number is CGC-13-532344.

3 i) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
4 and-hour class action involving allegations of misclassification of the salaried residential
5 “Property Manager” position. On September 17, 2015, the court granted plaintiffs’ motion for
6 class certification. The Los Angeles County Superior Court Case Number is BC474784.

7 j) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
8 and-hour class and representative action against a national retailer of upscale hardware and home
9 furnishings, on behalf of non-exempt employees. On April 28, 2016, the court granted final
10 approval of the class and representative action settlement. The Los Angeles County Superior
11 Court Case Number is JCCP4794.

12 k) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
13 and-hour class and representative action against a national retailer of apparel and fashion
14 accessories, on behalf of non-exempt employees. On August 5, 2016, the court granted final
15 approval of the class and representative action settlement. The Los Angeles County Superior
16 Court Case Number is BC488069.

17 l) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
18 and-hour class action against a national retailer of apparel, accessories, and home products,
19 involving allegations of misclassification of the “Department Manager” position. On August 12,
20 2016, the court granted plaintiffs’ motion for class certification in part and certified a class. The
21 Alameda County Superior Court Case Number is RG13680477.

22 m) Our firm represented the plaintiff in a representative action under the Private
23 Attorneys General Act, against a real estate and property management company, on behalf of non-
24 exempt employees. On November 4, 2016, the Court granted approval of the settlement. The
25 Orange County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

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1 n) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
2 and-hour class action against a full-service bank, on behalf of non-exempt employees. On
3 November 18, 2016, the court granted final approval of the class action settlement. The San
4 Francisco County Superior Court Case Number is CJC-13-004839.

5 o) Our firm represented the plaintiffs in a wage-and-hour class and
6 representative action against a foodservice distributor, on behalf of non-exempt employees. On
7 January 26, 2017, the court granted final approval of the class and representative action settlement.
8 The San Bernardino County Superior Court Case Number is CIVDS1507260.

9 p) Our firm, on behalf of the plaintiff and respondent in a PAGA representative
10 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the
11 employer's motion to compel arbitration, which resulted in a published opinion by the California
12 Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply*, 9
13 Cal.App.5th 439 (Cal. App. 4th Dist., Mar. 7, 2017), review denied, cert. denied (U.S. Supreme
14 Court Docket No. 17-254).

15 q) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
16 and-hour class and representative action against a consumer packaging company, on behalf of non-
17 exempt employees. On March 10, 2017, the court granted final approval of the class and
18 representative action settlement. The Los Angeles County Superior Court Case Number is
19 BC590429.

20 r) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
21 and-hour class action and representative action against a manufacturer of food service industry
22 supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final approval
23 of the class and representative action settlement. The Orange County Superior Court Case Number
24 is 30-2015-00810013-CU-OE-CXC.

25 s) Our firm represented the plaintiff in a wage-and-hour class and
26 representative action against a property management company, on behalf of non-exempt
27 employees. On June 14, 2017, the court granted final approval of the class and representative
28 action settlement. The Los Angeles County Superior Court Case Number is BC586234.

1 t) Our firm represented the plaintiffs in a wage-and-hour class action and
2 representative action against a food company on behalf of non-exempt employees. On June 30,
3 2017, the court granted final approval of the class and representative action settlement. The
4 Sacramento County Superior Court Case Number is 34-2015-00175871.

5 u) Our firm represented the plaintiffs in a wage-and-hour class action and
6 representative action against a chocolate company on behalf of non-exempt employees. On July
7 19, 2017, the court granted final approval of the class and representative action settlement. The
8 Alameda County Superior Court Case Number is RG15764300.

9 v) Our firm represented the plaintiffs in a wage-and-hour class action and
10 representative action against a manufacturer of plastic containers on behalf of non-exempt
11 employees. On October 31, 2017, the court granted final approval of the class and representative
12 action settlement. The Los Angeles County Superior Court Case Number is BC577233.

13 w) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
14 and-hour class action and representative action against a property management company on behalf
15 of hourly-paid and non-exempt employees. On January 4, 2018, the court entered an order
16 granting final approval of the class and representative action settlement. The Los Angeles County
17 Superior Court Case Number is JCCP 4819.

18 x) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
19 and-hour class action and representative action against a global provider of flexible office space
20 solutions. On February 15, 2018, the court entered an order granting final approval of the class
21 and representative action settlement. The Los Angeles County Superior Court Case Number is
22 BC498401.

23 y) Our firm, in association with co-counsel, represented the plaintiff in a wage-
24 and-hour class action against a container manufacturer, on behalf of non-exempt employees. On
25 October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare
26 County Superior Court Case Number is VCU264528.

27 z) Our firm represented the plaintiffs in a wage-and-hour class and
28 representative action against a behavioral health service provider on behalf of non-exempt

employees. On November 13, 2018, the court granted final approval of the class and representative action settlement. The Alameda County Superior Court Case Number is RG16811450.

aa) Our firm in association with co-counsel, represented the plaintiff in a representative action under the Private Attorneys General Act, against a global provider of products and services to the energy industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the Court granted approval of the settlement. The Kern County Superior Court Case Number is S-1500-CV-280215-SDC.

bb) Our firm represented the plaintiff in a wage-and-hour class action against a parking company on behalf of non-exempt employees. On September 3, 2019, the court granted the plaintiff's motion for class certification and certified a class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial Council Coordination Proceeding Number is JCCP 4886.

cc) Our firm, in association with other counsel, on behalf of the plaintiff and respondent in a PAGA representative action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a notable decision from the California Supreme Court clarifying the law and finding, in part, that employer arbitration agreements are unenforceable where they block a PAGA claim from proceeding, *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019).

dd) Our firm represented the plaintiffs in a wage-and-hour class and representative action against a bank on behalf of non-exempt employees. On September 27, 2019, the court granted the plaintiffs' motion for class certification in part and certified a class. The Alameda County Superior Court Case Number is RG15757606 and the Judicial Council Coordination Proceeding Number is JCCP 4921.

ee) Our firm represented the plaintiffs in a wage-and-hour class and representative action against a national retailer of apparel and fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted the plaintiffs' motion for class

1 certification in part and certified a class. The Sacramento County Superior Court Case Number is
2 34-2015-00175330-CU-OE-GDS.

3 ff) Our firm represented the plaintiff in a wage-and-hour class and
4 representative action against a medical equipment supplier on behalf of non-exempt employees.
5 On February 13, 2020, the court granted the plaintiff's motion for class certification and certified
6 a class. The San Bernardino County Superior Court Case Number is CIVDS1505744.

7 gg) Our firm, in association with co-counsel, represented the plaintiff in a wage-
8 and-hour class and PAGA representative action against a large national drug testing laboratory on
9 behalf of non-exempt employees. On February 21, 2020, the court granted the plaintiff's motion
10 for class certification and certified a class. The San Diego County Superior Court Case Number
11 is 37-2018-00019611-CU-OE-CTL.

12 hh) Our firm represented the plaintiffs in a wage-and-hour class and
13 representative action against a national retailer of sportswear, footwear, and camping equipment
14 on behalf of non-exempt employees. On March 16, 2020, the court granted in part the plaintiff's
15 motion for class certification and certified a class. The Riverside County Superior Court Case
16 Number is RICJCCP4930.

17 ii) Our firm represented the plaintiffs in a wage-and-hour class and PAGA
18 representative action against a plastic packaging company on behalf of non-exempt employees.
19 On June 8, 2020, the court granted in part the plaintiffs' motion for class certification and certified
20 a class. The San Bernardino County Superior Court Case Number is CIVDS1507361.

21 jj) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
22 and-hour class action against manufacturer and supplier of power products and services on behalf
23 of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion for
24 class certification and certified a class. The San Diego County Superior Court Case Number is
25 37-2015-00025968-CU-OE-CTL.

26 **PRELIMINARY APPROVAL**

27 8. Marked and attached hereto as "**EXHIBIT 1**" is the Stipulation and Agreement for
28 Class Action and PAGA Settlement ("Settlement," "Agreement," or "Settlement Agreement")

1 entered into by and between Plaintiff Ramiro Perez, individually and on behalf of all others
2 similarly situated, and Plaintiff Kim Balling, individually and on behalf of all others similarly
3 situated and other aggrieved employees (“together, Plaintiffs”), on the one hand, and Defendant
4 Kaiser Aluminum Corporation (“Defendant”), on the other hand (collectively, the “Parties”). The
5 Parties and their counsel have approved the proposed Notice of Class Action Settlement (“Class
6 Notice”), which is attached to the Settlement Agreement as “Exhibit A” and respectfully request
7 that the Court approve it as well.

8 9. Based on information provided by Defendant, as of April 28, 2021, the Class is
9 estimated to consist of approximately two hundred twenty-nine (229) individuals.

10 10. The effectiveness of Lawyers for Justice, PC (“Class Counsel”) in prosecuting this
11 matter has translated into tangible monetary benefits for the Class Members in the following
12 respects: (1) Class Members recover over a reasonably short period of time as opposed to waiting
13 additional years for the same, or possibly worse, result; (2) a guaranteed result that compares
14 favorably with other similar class action settlements of this type given the strengths and
15 weaknesses of the case; and (3) significant savings in Class Counsel’s fees and/or costs that would
16 have only increased significantly had the case progressed through certification, trial, and/or
17 appeals.

18 11. Class Counsel has litigated the case for over two years, and was actively preparing
19 the matter for class certification and trial. The Parties have engaged in extensive settlement
20 negotiations and participated in two formal, full-day mediations conducted by Deborah Crandall
21 Saxe, Esq., a well-respected mediator experienced in mediating complex labor and employment
22 matters. Prior to and during the mediations and settlement discussions, the Parties exchanged class
23 information and engaged in an extensive discussion regarding their evaluations of the case and
24 various aspects of the case, including but not limited to, the risks and delays of further litigation,
25 the risks to the Parties of proceeding with class certification, the law relating to off-the-clock
26 theory, meal and rest periods, and wage-and-hour enforcement, as well as the evidence produced
27 and analyzed, and the possibility of appeals, among other things. During all settlement
28 discussions, the Parties conducted their negotiations at arm’s length in an adversarial position.

1 Arriving at a settlement that was acceptable to all Parties was not easy. Defendant and its counsel
2 felt strongly about their ability to prevail on the merits and at certification, and Plaintiffs and Class
3 Counsel believed that they would be able to obtain class certification and prevail at trial. After
4 conducting investigations, formal and informal discovery, and exchange of information, extensive
5 settlement negotiations, and with the aid of the mediator's evaluation, the Parties have agreed that
6 the matter is well-suited for settlement given the legal issues relating to Plaintiffs' principal claims,
7 as well as the costs and risks to both sides that would attend further litigation. The Settlement is
8 a fair, reasonable, and adequate resolution of the Released Claims of Plaintiffs and Participating
9 Class Members, against the Released Parties.

10 12. The Parties used the pre-mediation time to investigate the veracity, strength, and
11 scope of the claims, and Class Counsel was preparing the action for class certification and trial.
12 Prior to engaging in mediation, Plaintiffs conducted significant investigation and formal and
13 informal discovery regarding the facts of the case, including and not limited to, the exchange,
14 review, and analysis of thousands of pages of documents and data obtained from Defendant and
15 other sources. Class Counsel propounded multiple sets of formal written discovery requests onto
16 Defendant, reviewed Defendant's responses and objections thereto, prepared for and took the
17 depositions of Defendant's Person Most Knowledgeable designees, and worked with Plaintiff
18 Ramiro Perez to provide responses to discovery requests that were propounded by Defendant. The
19 volume of data and documents that Class Counsel reviewed and analyzed included and was not
20 limited to: Plaintiffs' employment records, a detailed sampling of Class Members' time and pay
21 data, Defendant's collective bargaining agreement with Teamsters 986, Acknowledgement of
22 Voluntary Meeting To Discuss A Pending Class Action Lawsuit, Confidential Settlement
23 Agreement and Release, and Notice of Rights Regarding Kaiser Aluminum Fabricated Products,
24 LLC's (Kaiser) Early Voluntary Individual Settlement Option, Defendant's Production Employee
25 Handbook, company policies and policy acknowledgements (including, but not limited to,
26 Defendant's Acknowledgement of Receipt, Employee Travel and Expense Reimbursement Policy,
27 Corporate Purchasing Card Policy and Agreement, Foothill Ranch Breaks & Meal Period Policy
28 and Acknowledgment, Breaks & Meal Periods Policy and Acknowledgement), internal

1 memoranda, job descriptions, new hire orientation checklists, Defendant's operations and
2 employment practices, forms (including, but not limited to, Defendant's Voluntary Waiver of
3 Meal Period Less Than Six (6) Hours Worked FHR, Voluntary Waiver of Second Meal Period
4 Less Than Twelve (12) Hours Worked FHR, and Voluntary Waiver of Second Meal Period),
5 among other information and documents. Class Counsel interviewed Plaintiffs' and other Class
6 Members to gather facts and to identify potential witnesses. Counsel for the Parties also met and
7 conferred on numerous occasions, e.g., to discuss issues relating to the pleadings, discovery, and
8 the production of documents and data prior to the mediations. Class Counsel also drafted
9 pleadings and two mediation briefs and prepared for and attended court proceedings, two
10 mediation sessions, and settlement negotiations, among other tasks.

11 13. Counsel for the Parties have also invested time researching and investigating the
12 applicable law, which is constantly evolving as it relates to certification, representative PAGA
13 claims, off-the-clock theory, meal and rest periods, wage-and-hour enforcement, Plaintiffs' claims
14 and damages, and Defendant's defenses thereto, as well as facts discovered. Based on our analysis,
15 I submit that the result achieved in this litigation is fair, adequate, and reasonable.

16 14. The Settlement provides for a Gross Settlement Amount of seven hundred thirty-
17 five thousand dollars and no cents (\$735,000.00). The Net Settlement Amount is the Gross
18 Settlement Amount less the following amounts subject to approval by the Court: Attorneys' Fees
19 and Costs to Class Counsel, Incentive Awards to Plaintiffs, Settlement Administration Costs to
20 Settlement Administrator, fifteen thousand dollars and no cents (\$15,000.00) to the Labor and
21 Workforce Development Agency ("LWDA"), and the total of all payments previously paid by
22 Defendant to Class Members ("Prior Settlement Payment") in the amount of three hundred forty
23 thousand three hundred eighty-one dollars and no cents (\$340,381.00) ("Prior Settlement Payment
24 Credit"). Assuming that the amounts allocated under the Settlement toward these payments are
25 awarded by the Court, the Net Settlement Amount is currently estimated to be eighty-one thousand
26 nine hundred ninety-four dollars and no cents (\$81,994.00). The Gross Settlement Amount will
27 be fully distributed in accordance with the terms of the Settlement and there is no reversion to
28 Defendant.

1 15. The Parties have agreed to retain Phoenix Settlement Administrators (“Phoenix” or
2 “Settlement Administrator”) to handle the notice and settlement administration. The Parties
3 respectfully request that the Court appoint Phoenix to handle these procedures and serve as the
4 Settlement Administrator. Defendant will provide Phoenix with a list of Class Members that
5 Defendant will compile from its records, which will include each Class Member’s full name,
6 Social Security Number, last-known address, the dates of employment and number of weeks a
7 Class Member was employed during November 29, 2014 through March 25, 2021
8 (“Workweeks”), and the amount, if applicable, of any Prior Settlement Payment to the Class
9 Member (collectively, “Class List”), and Phoenix will calculate each Participating Class
10 Member’s estimated share of the Net Settlement Amount (“Individual Settlement Payment”).
11 Phoenix will also receive requests for exclusion from the Settlement, objections to the Settlement,
12 and disputes regarding Workweeks; provide necessary reports and declarations; calculate,
13 subtract, and transmit necessary taxes and withholdings; prepare and submit informational and
14 other tax filings and documents; issue and transmit all payments provided for by the Settlement,
15 including and not limited to, mailing Individual Settlement Payment checks to the Participating
16 Class Members; and perform any other usual and customary duties for administering a class action
17 settlement. Settlement Administration Costs are currently estimated not to exceed eight thousand
18 dollars and no cents (\$8,000.00) and will be paid out of the Gross Settlement Amount, subject to
19 approval of the Court.

20 16. Based on investigation and information discovered, Class Counsel believes that
21 there is sufficient evidence to support the allegations made in the lawsuit, including the allegations
22 that Defendant, with respect to Plaintiffs and the Class Members, *inter alia*, failed to properly pay
23 overtime and minimum wages and associated premium pay, failed to provide compliant meal and
24 rest periods and to pay associated premium pay, failed to timely pay wages during employment
25 and upon termination of employment, failed to provide compliant wage statements, failed to
26 maintain requisite payroll records, and failed to reimburse necessary business expenses, and
27 thereby engaged in unfair business practices and conduct giving rise to penalties recoverable under
28 the Private Attorneys General Act of 2004 (California Labor Code sections 2698, *et seq.*).

1 Plaintiffs also asserted that Class Members were expected to perform similar job duties and were
2 subject to the same or similar operations and employment policies, practices, and procedures.
3 Additionally, Plaintiffs asserted that Defendant's recordkeeping practices with respect to Plaintiffs
4 and the Class Members were substantially the same during the time period at issue. As a result,
5 Plaintiffs claim that the Class Members, were uniformly not paid all of the compensation that was
6 owed to them by Defendant since November 29, 2018. Thus, in Class Counsel's view, it is clear
7 that the outcome of this litigation would be determined by Defendant's uniform operations and
8 employment practices, policies, and procedures that Plaintiffs allege applied across its non-exempt
9 employees in California during Class Period.

10 17. Class Counsel is aware of the defenses and position of Defendant, but believes that
11 Plaintiffs could potentially obtain class certification despite many obstacles. Plaintiffs have also
12 taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties
13 and delays inherent in such litigation, including those involved in class certification and/or
14 representative adjudication. Plaintiffs further recognize the burdens of proof necessary to establish
15 liability for the claims asserted in the lawsuit, Defendant's defenses, and the difficulties in
16 establishing entitlement to monetary recovery. Plaintiffs have also considered the Parties'
17 settlement discussions, as well as the evaluations of the mediator, who is experienced and well-
18 regarded in complex labor and employment matters.

19 18. Defendant, on the other hand, denied and continues to deny any liability and
20 wrongdoing of any kind associated with the claims alleged in the lawsuit, and further denies that
21 the lawsuit is appropriate for class treatment or representative adjudication for any purpose other
22 than this Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides
23 have also had the opportunity to interview witnesses and review documents and information
24 relating to Plaintiffs' and Class Members' employment with Defendant, and Defendant's
25 operations and employment policies, practices, and procedures. The Parties also reviewed and
26 analyzed thousands of pages of documents and data, including but not limited to a detailed
27 sampling of Class Members' time and pay information, to determine the potential value and
28 strength of the claims. The available information enabled Class Counsel to estimate the potential

1 claims of the Class and prepare damages/valuation models. Accordingly, the Parties have
2 conducted adequate investigation and discovery to be sufficiently informed of the nature and
3 extent of the Class Members' claims, and to enable both sides to fully evaluate the Settlement for
4 its fairness, adequacy, and reasonableness. The Parties have agreed that the matter is well-suited
5 for settlement given the legal issues relating to Plaintiffs' principal claims, as well as the costs and
6 risks to both sides that would attend further litigation. The Settlement takes into account the
7 strengths and weaknesses of each side's position and the uncertainty of how the case might have
8 concluded at certification, trial, and/or appeals.

9 19. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees
10 in an amount of up to twenty-seven and one-half percent (27.50%) of the Gross Settlement Amount
11 (i.e., \$202,125.00) and expenses and costs in an amount not to exceed seventy-five thousand
12 dollars and no cents (\$75,000.00), which will be paid out of the Gross Settlement Amount, subject
13 to approval by the Court. It should be noted that Class Counsel has borne all of the risks and costs
14 of litigation and will not receive any compensation until recovery is obtained.

15 20. The Settlement Agreement provides for payment of up to seven thousand five
16 hundred dollars and no cents (\$7,500.00) to Plaintiff Ramiro Perez and up to five thousand dollars
17 and no cents (\$5,000.00) to Plaintiff Kim Balling as Incentive Awards (for a combined total of
18 \$12,500.00), to be paid out of the Gross Settlement Amount subject to approval by the Court.
19 Plaintiffs spent considerable time and effort to produce relevant documents and past employment
20 records and to provide the facts and evidence necessary to attempt to prove the allegations.
21 Plaintiffs were available whenever Class Counsel needed them and actively tried to obtain
22 information that would benefit the Class. Accordingly, it is appropriate and just for Plaintiffs to
23 each receive an Incentive Award, in addition to their Individual Settlement Payments, for their
24 services on behalf of the Class.

25 21. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is
26 in the best interest of the Class. Class Counsel further submits that the Settlement is within an
27 acceptable range of recovery for this type of litigation given the strengths and weaknesses of the
28 case, the inherent costs and risks of further litigation, and the costs and risks associated with class

1 certification, representative adjudication, trial, and/or appeals.

2 I declare under penalty of perjury under the laws of the State of California that the
3 foregoing is true and correct.

4 Executed on this 3rd day of August 2021, at Glendale, California.

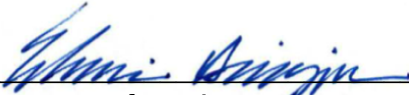
5 
6 Edwin Aiwanian

EXHIBIT 1

Edwin Aiwazian (CA Bar No. 232943)
Arby Aiwazian (CA Bar No. 269827)
Joanna Ghosh (CA Bar No. 272479)
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erroneously named as Kaiser Aluminum Corporation

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

RAMIRO PEREZ and KIM BALLING ,
individually, and on behalf
of other members of the general public
similarly situated;

Plaintiff,

vs.

KAISER ALUMINUM CORPORATION, an
unknown business entity; and DOES 1 through
100, inclusive,
Defendants.

Case No.: 18STCV06639

Honorable Carolyn B. Kuhl

**STIPULATION AND AGREEMENT
FOR CLASS ACTION AND PAGA
SETTLEMENT**

Complaint Filed: November 29, 2018
Trial Date: None Set

This Stipulation and Agreement for Class Action and PAGA Settlement (the “Agreement”
or “Settlement Agreement”) is entered to resolve the following action: *Ramiro Perez, et al. v.*

Kaiser Aluminum Corp., Los Angeles Superior Court Case No. 18STCV06639.

DEFINITIONS

1. “**Action**” means the putative class and representative action entitled *Ramiro Perez, et al. v. Kaiser Aluminum Corp.*, Los Angeles Superior Court Case No. 18STCV06639.

2. “**Class Counsel**” means Edwin Aiwasian, Esq., Arby Aiwasian, Esq., and Joanna Ghosh, Esq. of Lawyers for Justice, PC. Defendant stipulates to the appointment of Lawyers for Justice, PC as Class Counsel for settlement purposes only.

3. “**Class Member(s)**” and “**Class**” mean all current and former non-exempt employees who worked for Defendant within the State of California at any time during the Class Period.

4. “**Class Notice**” means the Notice of Class Action Settlement attached hereto as **Exhibit A**, or a substantially similar notice approved by the Court.

5. “**Class Period**” means November 29, 2014 through March 25, 2021.

6. “**Court**” means the Superior Court of the State of California for the County of Los Angeles.

7. “**Defendant**” means Defendant Kaiser Aluminum Fabricated Products, LLC, erroneously named as Kaiser Aluminum Corporation.

8. “**Effective Date**” means the later of (i) if no objection to the Settlement is made by a Class Member, then the date that the Court enters the Final Approval Order and Judgment; (ii) the 61st day after service of notice of entry of the Final Approval Order and Judgment, if no appeal, review, or writ has been filed but an objection to the Settlement is made by a Class Member; or (iii) if an appeal, review, or writ is timely sought from the Final Approval Order or Final Judgment, the day after the Final Approval Order and Judgment are affirmed or the appeal, review, or writ is dismissed or denied, and the Final Approval Order and Judgment are no longer subject to further judicial review. The Effective Date is conditioned upon the Court’s having entered a Final Approval Order and Judgment.

9. “**Final Approval Hearing**” means the hearing on final approval of the class action and PAGA settlement embodied in this Agreement.

1 10. **“Final Approval Order and Judgment”** means the proposed order and judgment
2 granting final approval of the Parties’ Settlement.

3 11. **“Gross Settlement Amount”** means the total settlement payment of Seven
4 Hundred Thirty-Five Thousand Dollars (\$735,000.00) that Defendant agreed to make under this
5 Agreement, which includes the Prior Settlement Payment Credit.

6 12. **“Individual Settlement Payment”** means the individual payment allocated to a
7 Participating Class Member under the Settlement based on the Participating Class Member’s share
8 of the Net Settlement Amount.

9 13. **“LWDA Payment”** means the amount of \$15,000.00, i.e., 75% of the total
10 \$20,000 PAGA Amount, which the Parties have agreed to pay to the California Labor Workforce
11 Development Agency (“LWDA”) out of the Gross Settlement Amount.

12 14. **“Net Settlement Amount”** means the settlement amount to be distributed to
13 Participating Class Members, which is calculated by taking the Gross Settlement Amount and
14 subtracting the Court-approved Attorneys’ Fees and Costs to Class Counsel, Court-approved
15 Incentive Awards to Plaintiffs, the LWDA Payment, Settlement Administration Costs, and Prior
16 Settlement Payment Credit.

17 15. **“Notice Period”** means the time period commencing on the date the Class Notice
18 is mailed to Class Members and ending sixty (60) days thereafter. With respect to Class Notices
19 that are re-mailed, the Notice Period will be extended fifteen (15) days.

20 16. **“PAGA Amount”** means the payment of \$20,000.00 to resolve the claims for civil
21 penalties under California Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code
22 section 2698, et seq. (“PAGA”). Seventy-five (75%) of the PAGA Amount will be paid to the
23 LWDA as the LWDA Payment, and the remaining twenty-five (25%) will be allocated to
24 Participating Class Members as part of the Net Settlement Amount.

25 17. **“Participating Class Member”** means each Class Member who has not timely
26 and validly opted out of the Settlement pursuant to Section 42 herein.

27 18. **“Parties”** means the Plaintiffs, individually and on behalf of all Class Members,
28 and Defendant.

- 1 19. **“Plaintiffs”** means Ramiro Perez and Kim Balling.
- 2 20. **“Preliminary Approval Order”** means an order from the Court preliminarily
3 approving this Settlement.
- 4 21. **“Prior Settlement Payment”** means a payment previously paid by Defendant to
5 a Class Member in connection with the Class Member’s agreement to release claims against
6 Defendant as defined in Section 23.
- 7 22. **“Prior Settlement Payment Credit”** means the total of all Prior Settlement
8 Payments previously made by Defendant to Class Members in the amount of \$340,381.00. This
9 payment obligation has already been fully satisfied by Defendant including, but not limited to, all
10 applicable federal and state employer-side payroll taxes on the Prior Settlement Payments.
- 11 23. **“Released Claims”** means any and all claims, whether known or unknown, against
12 Defendant and the Released Parties that have been, or could have been, asserted against Defendant
13 and the Released Parties that are or could have been alleged in the Operative Complaint, based on
14 the facts alleged in the Operative Complaint during the Class Period. Without limiting the
15 foregoing, and in addition to the foregoing, the Released Claims include claims for: failure to
16 provide rest breaks and associated premiums; failure to provide meal periods and associated
17 premiums; failure to pay minimum wages and overtime wages; failure to reimburse for business
18 expenses; failure to provide accurate wage statements; failure to maintain accurate records; failure
19 to pay timely final wages during employment and after separation; violations of the California
20 Business and Professions Code section 17200, et seq; and civil penalties under California Labor
21 Code Private Attorneys General Act of 2004, Cal. Lab. Code section 2698, et seq.
- 22 24. **“Released Parties”** means Defendant and its respective parents, subsidiaries,
23 divisions, operating companies, joint venturers, related enterprises, staffing companies, affiliates,
24 officers, directors, agents, insurers, reinsurers, employees, members, board members, partners,
25 owners, shareholders, subrogors, subrogees, administrators, attorneys or representatives and all
26 of their predecessors, successors, and assigns.
- 27 25. **“Settlement”** means the agreement to settle the Released Claims as set forth and
28 embodied in this Agreement.

26. **“Settlement Administrator”** means Phoenix Settlement Administrators, a neutral third-party administrator chosen by the Parties, subject to approval by the Court. The Parties and their respective counsel represent they do not have a financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that creates or could create a conflict of interest.

27. **“Workweeks”** means the number of weeks a Class Member was employed during the Class Period. A Class Member will be credited one (1) Workweek for each calendar week during the Class Period the Class Member worked at least one day, as determined by Defendant’s records. If such data is not available, a Class Member’s Workweeks will be calculated based on the number of days between the start and end dates of employment during the Class Period, divided by seven (7).

RECITALS

28. On November 29, 2018, Plaintiff Ramiro Perez filed a class action complaint against Defendant in Los Angeles County Superior Court, alleging: (1) failure to pay overtime pursuant to Labor Code sections 510 and 1198; (2) failure to provide meal period premiums in violation of sections 226.7 and 512(a); (3) failure to provide rest period premiums in violation of section 226.7; (4) failure to pay minimum wages pursuant to sections 1194, 1197, and 1197.1; (5) failure to timely pay wages upon termination in violation of sections 201 and 202; (6) failure to timely pay wages during employment in violation of section 204; (7) failure to provide accurate and itemized wage statements in violation of section 226(a); (8) failure to keep requisite payroll records in violation of section 1174(d); (9) failure to reimburse business expenses in violation of sections 2800 and 2802; and (10) violations of California Business and Professions Code section 17200, et seq.

29. On May 24, 2019, the Parties attended a full-day mediation with well-respected mediator, Deborah Crandall Saxe, Esq (the “Mediator”) where the Parties were unable to reach a resolution. After multiple rounds of arms-length negotiations, the Parties attended a second full-day mediation with the Mediator on September 28, 2020. With the aid of Mediator, the Parties ultimately reached an agreement on the principal terms of the proposed Settlement Agreement.

30. Defendant denies that it engaged in any misconduct in connection with the wage-and-hour practices associated with the Class Members. Defendant further denies that it has any liability or engaged in wrongdoing of any kind associated with the claims alleged in the Action. Defendant contends that it has complied with both federal and state wage-and-hour laws, and all other laws regulating its relationship with the Class Members, including the Plaintiffs.

31. Class Counsel has investigated the facts relating to the Action. Class Counsel is of the opinion that the settlement documented by this Agreement is fair, reasonable, and adequate, and in the best interest of the Class in light of all known facts and circumstances. While Defendant specifically denies any liability in the Action, Defendant has agreed to enter into this Settlement to avoid the costs associated with defending the Action.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the recitals listed above and the promises and warranties set forth below, and intending to be legally bound and acknowledging the sufficiency of the consideration and undertakings set forth below, Plaintiffs, individually and on behalf of the Class Members, and Defendant agree that the Action will be and is finally and fully compromised and settled on the following terms and conditions:

32. Non-Admission of Liability. The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, that it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to the Class. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, will be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law.

1 33. Conditional Nature of the Settlement. For settlement purposes *only*, the Parties
2 agree that a class may be certified in the Action pursuant to California Code of Civil Procedure
3 section 382.

4 (a) The Parties intend their settlement to be contingent upon the preliminary
5 and final approval of each and every material term of this Agreement, without material
6 modification. If the Court does not so approve this Agreement, the Parties intend this Agreement
7 to become null and void, and unenforceable, in which event the settlement terms set forth in this
8 Agreement, including any modifications made with the consent of the Parties, and any action
9 taken or to be taken in connection with this Agreement, including but not limited to, the class
10 certified pursuant to this Agreement, will be terminated and will become null and void and have
11 no further force or effect.

12 (b) In the event that the Court does not grant preliminary or final approval of
13 the Parties' Settlement, or in the event that this Agreement will terminate or the settlement
14 embodied in this Agreement does not become effective for any reason, the Agreement and all
15 negotiations, court orders and proceedings relating the Agreement will be without prejudice to the
16 rights of the Plaintiffs, Class Members and Defendant, each of whom shall be restored to their
17 respective positions existing prior to the execution of this Agreement, and evidence relating to the
18 Agreement and all negotiations will not be discoverable or admissible in the Action or any other
19 litigation. Defendant does not waive, and instead expressly reserves, its rights to challenge the
20 propriety of class certification for any purpose should the Court not grant preliminary or final
21 approval of the Parties' Settlement.

22 (c) If the Court grants the Preliminary Approval Order, but does not grant final
23 approval of the Settlement, then the Preliminary Approval Order will be vacated in its entirety.
24 In addition, if the Court does not grant final approval of the Settlement, neither this Agreement,
25 the Preliminary Approval Order, nor any other document in any way relating to the foregoing,
26 will be relied upon, referred to, or used in any way for class certification proceedings or
27 representative action proceedings in the Action or any other action. Defendant does not waive,
28 and instead expressly reserves, its rights to challenge the propriety of class certification for any

1 purpose should the Court not grant final approval of the Settlement.

2 (d) If the Settlement Agreement is terminated for any reason, except as
3 provided in Section 42(d) herein, including the Court's failure to grant final approval of the
4 Settlement, then Class Counsel and Defendant will be jointly responsible for the Settlement
5 Administration Costs.

6 34. Contemplated Amendment of Complaint. To seek approval of and effectuate the
7 Settlement, the Parties agree to the submission of notice to the Labor and Workforce Development
8 Agency ("LWDA") on behalf of Kim Balling and seeking leave to file an amended complaint in
9 the Action ("Operative Complaint") adding Kim Balling as an additional named plaintiff and
10 adding Plaintiff Balling's cause of action for civil penalties under PAGA.

11 35. Participating Class Member Release of Claims. As of the occurrence of the
12 Effective Date and funding of the Settlement Fund (as defined in Section 44), the Plaintiffs and
13 all Participating Class Members do and shall be deemed to have fully, finally, and forever
14 released, settled, compromised, relinquished and discharged any and all of the Released Parties
15 of and from any and all Released Claims.

16 (a) This release by the Plaintiffs and each Participating Class Member is
17 intended to settle any and all of the Released Claims that any of them may have against the
18 Released Parties during the Class Period.

19 (b) If the Plaintiffs or any Participating Class Member may subsequently
20 discover facts in addition to or different from those they now know or believe to be true with
21 respect to the subject matter of the Released Claims, they shall be deemed to have, and by
22 operation of the Final Approval Order and Judgment shall have, fully, finally, and forever settled
23 and released any and all Released Claims against the Released Parties without regard to the
24 subsequent discovery or existence of such different or additional facts.

25 (c) The Parties agree for settlement purposes only that because the Class
26 Members are so numerous, it is impossible or impracticable to have each Class Member execute
27 this Agreement. Accordingly, the Class Notice will advise all Class Members of the binding
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1 nature of the release and such notice will have the same force and effect as if the Agreement were
2 executed by each Class Member.

3 (d) Plaintiffs and Class Counsel represent, covenant, and warrant that they
4 have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer,
5 or encumber to any person or entity any portion of any liability, claim, demand, action, cause of
6 action, or rights released and discharged by this Agreement, except as set forth in this Agreement.

7 36. Full Release by Plaintiffs. As of the occurrence of the Effective Date and full
8 funding of the Settlement Fund, Plaintiffs fully release and discharge Defendant and the other
9 Released Parties from the Released Claims, and any other claims that the Plaintiffs ever had
10 against the Released Parties through the date of Preliminary Approval. Without limiting the
11 generality of the foregoing, Plaintiffs specifically and expressly release to the maximum extent
12 permitted by law any claims against the Released Parties, arising out of or relating to the Plaintiffs'
13 employment or the termination of their employment with Defendant and any other Released Party.
14 This general release by the Plaintiffs includes a waiver of their rights under Civil Code section
15 1542, which provides: "A general release does not extend to claims that the creditor or releasing
16 party does not know or suspect to exist in his or her favor at the time of executing the release and
17 that, if known by him or her, would have materially affected his or her settlement with the debtor
18 or released party."

19 37. Settlement Payments and Calculation of Claims. Subject to final Court approval
20 and the conditions specified in this Agreement, and in consideration of the mutual covenants and
21 promises set forth in this Agreement, Defendant agrees to pay the Gross Settlement Amount of
22 \$735,000.00 less the Prior Settlement Payment Credit amount of \$340,381.00, for a total of
23 \$394,619.00 in currently unpaid settlement payments. The Gross Settlement Amount includes
24 Prior Settlement Payments already made and to be made to Participating Class Members, Class
25 Counsel's Attorneys' Fees and Costs, Incentive Awards to the Plaintiffs, the LWDA Payment,
26 Settlement Administration Costs, and both the employers and employees' shares of payroll taxes
27 on the wages portions of the Individual Settlement Payments not already paid. The Parties further
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1 agree that no amount of the Gross Settlement Amount will revert to Defendant. The Parties agree,
2 subject to Court approval, that the Gross Settlement Amount will be apportioned as follows:

3 (a) Attorneys' Fees and Costs to Class Counsel: At the Final Approval
4 Hearing, Class Counsel will apply to the Court for an award of attorneys' fees in an amount not
5 to exceed twenty-seven and one-half percent (27.50%) of the Gross Settlement Amount, or
6 \$202,125.00. Class Counsel will also apply to the Court for reimbursement of litigation costs
7 incurred by Class Counsel not to exceed the amount of \$75,000.00 (together with Class Counsel's
8 requested attorneys' fees referred to as "Attorneys' Fees and Costs"). The Attorneys' Fees and
9 Costs are included in, and will be paid to Class Counsel from, the Gross Settlement Amount.
10 Class Counsel will be issued an IRS Form 1099 for any fees and costs awarded by the Court
11 pursuant to this Section. Defendant will not oppose such application for Attorneys' Fees and
12 Costs pursuant to this Section. Except as provided in this Section and Section 62 herein, each
13 party will bear his, her, or its own attorneys' fees, costs, and expenses incurred in the prosecution,
14 defense, or settlement of the Action. Any of these amounts not approved by the Court will be part
15 of the Net Settlement Amount. Plaintiffs shall not have the right to revoke the Settlement
16 Agreement if the Court reduces or does not approve the requested Attorneys' Fees and Costs,
17 although Plaintiffs shall retain the right to appeal any reduction of Attorneys' Fees and Costs.

18 (i) With respect to the Attorneys' Fees and Costs to Class Counsel, the
19 Settlement Administrator may purchase an annuity to utilize United States Treasuries and bonds
20 or other attorney fee deferral vehicles, for Class Counsel. Any additional expenses for the
21 purchase of an annuity or other attorney fee deferral vehicles by the Settlement Administrator will
22 be paid separately and solely by Class Counsel and will not be included within the Settlement
23 Administration Costs. Defendant and Defendant's counsel shall not be liable for any expenses
24 associated with the purchase of any such annuity or other attorney fee deferral vehicle by the
25 Settlement Administrator.

26 (b) Settlement Administration Costs: At the Final Approval Hearing, Class
27 Counsel will apply to the Court for approval of settlement administration costs not to exceed the
28 amount of \$8,000 ("Settlement Administration Costs"). These costs are included in, and will

1 come from, the Gross Settlement Amount. Any of these costs not approved by the Court will be
2 part of the Net Settlement Amount.

3 (c) Incentive Awards to Plaintiffs: At the Final Approval Hearing, Class
4 Counsel will apply to the Court for an award up to \$7,500.00 to be paid to Plaintiff Ramiro Perez
5 and up to \$5,000.00 to be paid to Plaintiff Kim Balling, for a total of \$12,500.00, as incentive
6 awards (“Incentive Awards”) for their efforts and services with this litigation. Defendant will not
7 oppose such application. The Incentive Awards are included in, and will come from, the Gross
8 Settlement Amount. Plaintiffs will be issued an IRS Form 1099 for any Incentive Awards
9 approved by the Court pursuant to this Section. The Incentive Awards payable to the Plaintiffs
10 will be in addition to any other Individual Settlement Payments they may receive pursuant to
11 Sections 37(d) and 37(e) below. Any of these awards not approved by the Court will be part of
12 the Net Settlement Amount.

13 (d) PAGA Amount: At the Final Approval Hearing, Class Counsel will apply
14 to the Court for approval of the PAGA Amount of \$20,000.00 for claims for civil penalties
15 asserted under PAGA. Class Counsel will submit the Settlement Agreement to the LWDA, as
16 required by California Labor Code section 2699(l)(2). The Parties agree that seventy-five (75%)
17 of the PAGA Amount, or \$15,000.00, will be paid to the LWDA as the LWDA Payment, and the
18 remaining twenty-five (25%), or \$5,000.00, will be allocated to Participating Class Members as
19 part of the Net Settlement Amount. This Settlement, including any obligation by Defendants to
20 pay the consideration described in this Agreement, is contingent upon the Court’s approval of this
21 provision.

22 (e) Individual Settlement Payments from the Net Settlement Amount: After
23 the Gross Settlement Amount is reduced by deducting the Prior Settlement Payment Credit and
24 the amounts approved by the Court for Attorneys’ Fees and Costs, Incentive Awards, Settlement
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Administration Costs, and the LWDA Payment, each Participating Class Member will be distributed a portion of the remaining amount, calculated as follows:

(i) Defendant will determine the number of Workweeks during the Class Period for each Participating Class Member.

(ii) The Settlement Administrator will divide the Net Settlement Amount by the total Workweeks during the Class Period of all Participating Class Members (“Total Workweeks”), and the resulting figure will be multiplied by the number of each Participating Class Member’s individual Workweeks during the Class Period to yield his or her “Initial Share.”

(iii) The Initial Share of any Participating Class Member who received a Prior Settlement Payment (“Previously Paid Participating Class Member”) will be reduced by the amount of his or her Prior Settlement Payment, and if the Prior Settlement Payment exceeds the Initial Share, his or her Initial Share will be reduced to zero. In no case will the amount subtracted for a Prior Settlement Payment exceed the individual Participating Class Member’s Initial Share.

(iv) The total amount by which the Initial Shares of all Previously Paid Participating Class Members are reduced by Prior Settlement Payments will be redistributed to all Participating Class Members on a *pro rata* basis (“Share Redistribution”). Each Participating Class Member’s portion of the Share Redistribution will be added to his or her respective Initial Share, after reduction for any Prior Settlement Payment pursuant to Section 37(e)(iii) herein, to yield his or her Individual Settlement Payment. The estimated amount of the Individual Settlement Payment will be stated on the Class Notice provided to Class Members.

Example:

Participating Class Member A is credited with 25 Workweeks during the Class Period and received a Prior Settlement Payment of \$100. Participating Class Member B is also credited with 25 Workweeks during the Class Period but did not receive a Prior Settlement Payment. All Participating Class Members were actively employed for a combined total of 50,000 Workweeks

1 during the Class Period. Participating Class Member A's & B's Initial Shares would be calculated
2 as follows:

- 3 ➤ $(25 \text{ Workweeks for Participating Class Member A}) \div (50,000 \text{ total Workweeks of}$
4 $\text{employment for all Participating Class Members}) = 0.05\%$.
- 5 ➤ $(25 \text{ Workweeks for Participating Class Member B}) \div (50,000 \text{ total Workweeks of}$
6 $\text{employment for all Participating Class Members}) = 0.05\%$.
- 7 ➤ Participating Class Members A & B are each entitled to an Initial Share in an amount
8 that is 0.05% of the Net Settlement Amount (estimated to be \$69,994, if all payments
9 are approved in full), or approximately \$34.99, in this example.
- 10 ➤ Participating Class Member A's Initial Share is reduced to \$0 since Participating
11 Class Member A received a Prior Settlement Payment that exceeds his or her Initial
12 Share. Participating Class Member B's Initial Share is not reduced since he or she
13 did not receive a Prior Settlement Payment.
- 14 ➤ Since Participating Class Member A's Initial Share was reduced by \$34.99, the
15 amount of \$34.99 will be distributed to all Participating Class Members (including
16 Participating Class Member A and Participating Class Member B) on a *pro rata*
17 basis, based on Workweeks during the Class Period.

18
19 (f) Increase in Total Workweeks: The Settlement is based on data provided
20 by Defendant, which shows that, for the period of November 29, 2014 through August 23, 2020,
21 Class Members worked a total of 29,797 Workweeks. If the number of Workweeks reaches
22 32,777 before the date the Court enters the Preliminary Approval Order, then the Class Period
23 will end as of the date 32,777 Workweeks is reached.

24 38. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
25 Participating Class Members under this Agreement will not be utilized to calculate any additional
26 benefits under any benefit plans to which any Participating Class Member may be eligible
27 including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans,
28 vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties'

intention that this Agreement will not affect any rights, contributions, or amounts to which any Participating Class Member may be entitled under any benefit plans.

39. Taxation of Settlement Proceeds. All settlement payments paid to Participating Class Members and the Plaintiffs, will be paid in a net amount after applicable state and federal tax withholdings, including payroll taxes, have been deducted.

(a) The Individual Settlement Payment not yet paid will be reported as follows: (i) one third (1/3) of the Individual Settlement Payment to each Participating Class Member will be considered wages, and will be reported as such to each Participating Class Member on a W-2 Form; (ii) two-thirds (2/3) of the Individual Settlement Payment to each Participating Class Member will be considered penalties and interest, and will be reported as such to each Participating Class Member on an IRS Form 1099 (if applicable).

(b) Prior to mailing Individual Settlement Payments to Participating Class Members, the Settlement Administrator will calculate, withhold from the Individual Settlement Payments, and remit to applicable governmental agencies sufficient amounts as may be owed by Participating Class Members for required withholdings and taxes, including all payroll taxes. The Settlement Administrator will issue appropriate tax forms to each Participating Class Member consistent with the foregoing breakdown. The Parties understand that the Plaintiffs and Participating Class Members who receive an Individual Settlement Payment pursuant to this Agreement shall be solely responsible for any and all tax obligations associated with such receipt.

(c) The Parties stipulate that the Settlement Fund (as defined in Section 44 herein) will qualify as a settlement fund pursuant to the requirements of section 468(B)(g) of the Internal Revenue Code of 1986, as amended, and section 1.468B-1 *et seq.* of the income tax regulations. Furthermore, the Settlement Administrator is designated as the “Administrator” of the qualified settlement funds for purposes of section 1.468B-2(k) of the income tax regulations. As such, all taxes imposed on the gross income of the Settlement Fund and any tax-related expenses arising from any income tax return or other reporting document that may be required by the Internal Revenue Service or any state or local taxing body will be paid from the Settlement Fund.

(d) All Parties represent and acknowledge that nothing in this Agreement constitutes tax advice regarding the tax treatment of payments under federal, state, or local law.

40. Notice Procedure. Within fifteen (15) calendar days after entry of the Preliminary Approval Order, Defendant will provide to the Settlement Administrator a list of all Class Members that identifies for each Class Member their full name, Social Security Number, last-known address, the dates of employment and number of Workweeks during the Class Period, and the amount, if applicable, of any Prior Settlement Payment to the Class Member (for purposes of determining the Individual Settlement Payment) (the “Class List”). Defendant agrees to provide the Class List in a Microsoft Excel file or other format reasonably acceptable to the Settlement Administrator. The Settlement Administrator will keep the Class List confidential and use it only for the purposes described in this Agreement.

(a) Upon receipt of the Class List, the Settlement Administrator shall perform a search based upon the National Change of Address Database to update and correct any known or identifiable address changes. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. Within fifteen (15) calendar days after receipt of the Class List from Defendant, the Settlement Administrator will send the Class Notice, in English and Spanish, to each Class Member via First Class U.S. Mail. It will be presumed that each and every Class Member whose Class Notice is not returned to the Settlement Administrator as undeliverable within fifteen (15) calendar days after mailing received the Class Notice.

(b) The Settlement Administrator will re-mail any Class Notice returned by the United States Postal Service with a forwarding address on or before the expiration of the Notice Period. It will be conclusively presumed that those Class Members whose re-mailed Class Notice is not returned to the Settlement Administrator as undeliverable within thirty (30) calendar days after re-mailing, received the Class Notice. Class Members who receive a re-mailed Class Notice shall have their Notice Period extended fifteen (15) calendar days.

(c) The Settlement Administrator will use the appropriate skip tracing and National Change of Address searches to increase the likelihood of delivery of the Class Notice to

1 Class Members, and to re-mail the Class Notices returned by the post office as undeliverable
2 without a forwarding address upon locating new or alternate addresses after a reasonable search.

3 (d) Class Counsel will provide to the Court, in connection with seeking final
4 approval of the Settlement, a declaration from the Settlement Administrator confirming that the
5 Class Notice was timely mailed to all Class Members as required by this Agreement, as well as
6 any additional information that Class Counsel deems appropriate to provide to the Court.

7 41. Dispute Procedure. The Class Notice will include a procedure by which a Class
8 Member may dispute the Workweeks allocated to the Class Member by submitting a written
9 dispute via U.S. Mail to the Settlement Administrator, postmarked no later than the expiration of
10 the Notice Period. A dispute must contain: (i) the case name and number of the Action; (ii) the
11 disputing Class Member's full name, address, telephone number, and last four digits of the Class
12 Member's Social Security number; (iii) an explanation to support the Class Member's dispute;
13 and (iv) also any documentary evidence sufficient to prove that Defendant's calculation of the
14 Workweeks for the Class Member is incorrect. Upon receipt of any such dispute, the Settlement
15 Administrator shall promptly serve Class Counsel and Defendant's counsel with a copy of the
16 dispute and any accompanying papers. No such dispute will be effective or considered for any
17 purpose unless it is timely mailed by U.S. mail to and received by the Settlement Administrator
18 as provided above. Defendant will have the right to respond to the challenge by any Class
19 Member. All information and documents relating to any such disputes will be provided to Class
20 Counsel. The Settlement Administrator will resolve the challenge and make a final and binding
21 determination without hearing or right of appeal. Any dispute not otherwise resolved by the
22 Settlement Administrator and the Parties will be resolved by the Court.

23 (a) Within fourteen (14) calendar days after the close of the Notice Period, the
24 Settlement Administrator will provide Class Counsel and Defendant's counsel with a report listing
25 the number of Participating Class Members and the amount of all Individual Settlement Payments
26 to be made to Participating Class Members. The report to Class Counsel will not include the
27 names or contact information of Participating Class Members.

1 42. Opt-Out Procedure. Unless a Class Member opts out of the Settlement consistent
2 with this Agreement, the Class Member will be bound by the terms and conditions of this
3 Agreement, including the release provisions and the Court's Final Approval Order and Judgment.
4 A Class Member may, if timely, opt out of the Settlement by submitting a written request to be
5 excluded from the Settlement to the Settlement Administrator that: (i) states the case name and
6 number of the Action; (ii) states the Class Member's full name, address, telephone number, and
7 last four digits of the Class Member's Social Security number; (iii) clearly indicates the Class
8 Member's desire to be excluded (or opt out) of the Settlement; (iv) is signed by the Class Member;
9 and (v) is postmarked on or before the expiration of the Notice Period ("Request for Exclusion").

10 (a) Upon receipt of any timely and valid Request for Exclusion, the Settlement
11 Administrator will review the request to confirm that the request complies with the opt-out
12 requirements of this Agreement.

13 (b) Class Members who timely and validly opt out of the Settlement will not
14 be bound by the Settlement, will not receive an Individual Settlement Payment, and will not have
15 standing to object to the Settlement.

16 (c) Any Class Member who fails to submit a timely and valid Request for
17 Exclusion will be barred from opting out of the Settlement, unless otherwise ordered by the Court.
18 The Settlement Administrator will not review or consider any Request for Exclusion that is
19 postmarked after the end of the Notice Period, but will report its receipt of any such requests to
20 Class Counsel and counsel for Defendant. It will be presumed that, if any Request for Exclusion
21 is not postmarked on or before the end of the Notice Period, the Class Member did not make the
22 request in a timely manner, unless the Class Member's Notice Period was extended pursuant to
23 Section 40(b) above. Except as provided in the Agreement, under no circumstances will the
24 Settlement Administrator have the authority to extend the deadline for Class Members to submit
25 a Request for Exclusion without written consent of the Parties.

26 (d) Upon written notice, if five percent (5%) or more of the Class Members
27 timely and validly opt out of the Settlement, Defendant will have the sole and absolute discretion
28 to withdraw from this Agreement within thirty (30) calendar days after expiration of the Notice

Period by providing written notice of such withdrawal to Class Counsel. In the event that Defendant elects to withdraw from the Settlement, the withdrawal will have the same effect as a termination of this Agreement for failure to satisfy a condition of settlement, and the Agreement will become null and void and have no further force or effect, and the order granting class certification pursuant to this Agreement will be vacated. If Defendant chooses to terminate this Settlement Agreement under this provision, it will be responsible to pay all Settlement Administration Costs incurred up to the date of termination. If the Settlement Agreement is terminated for any other reason, including the Court's failure to grant final approval of the Parties' Settlement, then Class Counsel and Defendant will be jointly responsible for the Settlement Administration Costs that have been incurred.

43. Objections to the Settlement. Any Class Member who has not opted out of the Settlement may object to the Settlement. Any written objection must be mailed to the Settlement Administrator (who shall promptly provide a copy to Class Counsel and counsel for Defendant), postmarked by the close of the Notice Period. Class Members may also appear at the Final Approval Hearing to object to the Settlement, whether or not they have objected in writing or notified the Parties that they intend to appear. If a Class Member does not submit a written objection or appear in person to object, either personally or through counsel, such objection will be deemed waived, unless otherwise ordered by the Court.

(a) Written objections to the Settlement must contain at least the following: (i) the case name and number of the Action; (ii) the objecting Class Member's full name (including the Class Member's name at the time of employment with Defendant), current address, and signature; and (iii) a statement of the specific reasons why the objector believes the Settlement is unfair or objects to the Settlement. All objections will be signed by the objecting Class Member or the Class Member's legally authorized representative.

(b) Class Counsel or Defendant's counsel may, before the Final Approval Hearing, file responses to any written objections to the Settlement.

(c) Unless they timely and validly opt out of the Settlement as specified in Section 42 herein, Class Members who object to the Settlement will remain Participating Class

Members, and will be deemed to have voluntarily waived their right to pursue an independent remedy against Defendant and the other Released Parties. To the extent any Participating Class Member objects to the Settlement and such objection is overruled in whole or in part, such individuals will be bound by the Court's Final Approval Order and Judgment.

(d) In the event that any person objects to or opposes the Settlement, or attempts to intervene in or otherwise enter the Action, the Parties and Class Counsel will use their best efforts to defend the Settlement.

44. Funding and Distribution of Settlement. Within ten (10) business days after the Effective Date, Defendant shall remit to the Settlement Administrator the Gross Settlement Amount of \$735,000.00 less the Prior Settlement Payment Credit amount of \$340,381.00, or \$394,169.00 (the "Settlement Fund"). The delivery by Defendant of the Settlement Fund to the Settlement Administrator will constitute full and complete discharge of the entire obligation of Defendant under this Agreement.

(a) The distribution of Individual Settlement Payments to Participating Class Members will occur no later than fifteen (15) calendar days after the Settlement Administrator's receipt of the Settlement Fund from Defendant. No person will have any claim against the Settlement Administrator, Defendant, Class Counsel, Defendant's counsel, or any other agent designated by the Plaintiffs or Class Counsel based upon the distribution of Individual Settlement Payments made substantially in accordance with this Agreement or further orders of the Court.

(b) The distribution of the LWDA Payment, Attorneys' Fees and Costs, Incentive Awards, and Settlement Administration Costs will occur no later than fifteen (15) calendar days after the Settlement Administrator receives the Settlement Fund

(c) A Participating Class Member's Individual Settlement Payment will be paid by way of one (1) check. If a Participating Class Member's settlement check is returned to the Settlement Administrator, the Settlement Administrator will make reasonable efforts to re-mail it to the Participating Class Member at the correct address. It is expressly understood and agreed that the checks for the Individual Settlement Payments will be void and no longer available if not cashed or negotiated within one hundred eighty (180) days after initial mailing. The funds

1 associated with Individual Settlement Payment checks that remain uncashed after the 180-day
2 period will be transmitted by the Settlement Administrator to the Unclaimed Property Division
3 maintained by the State Controller's Office in the name of the Participating Class Member.

4 (d) Defendant will not be obligated to make any payments contemplated by
5 this Agreement unless and until the Court enters the Final Approval Order and Judgment, and
6 after the Effective Date of the Agreement.

7 45. Preliminary Approval of Settlement. Upon execution of this Agreement, Plaintiffs
8 will promptly file a motion in the Action requesting preliminary approval of the Settlement and
9 that the Court enter the Preliminary Approval Order. Defendant will not oppose Class Counsel's
10 motion for preliminary approval of the Settlement so long as the motion and supporting papers
11 are consistent with the terms of this Agreement. Class Counsel will provide Defendant's counsel
12 with a reasonable opportunity to review, and provide comments to, the motion for preliminary
13 approval of the Settlement before the motion and supporting papers are filed with the Court.

14 46. LWDA. In accordance with Labor Code section 2699(k)(2), Plaintiff Kim Balling,
15 through Class Counsel, shall provide a copy of this Agreement to the LWDA at the same time
16 that Plaintiffs submit this Agreement to the Court as part of their motion for preliminary approval.

17 47. Non-Interference. The Parties and their counsel agree that they will not seek to
18 solicit or otherwise encourage Class Members to submit Requests for Exclusion or objections to
19 the Settlement, or to appeal from the Final Approval Order and Judgment.

20 48. Final Approval Order and Judgment. Plaintiffs will request, and Defendant will
21 concur in the request, that the Court enter a Final Approval Order and Judgment that grants final
22 certification of the Class; finds that this Agreement is fair, just, equitable, reasonable, adequate
23 and in the best interests of the Participating Class Members; binding all Participating Class
24 Members to the Settlement and release of Released Claims against the Released Parties; and
25 requires the Parties to carry out the provisions of this Agreement.

26 49. Automatic Voiding of Agreement If Settlement Not Finalized. If for any reason
27 the settlement set forth in this Agreement does not become final, the Settlement will be null and
28 void and the orders and judgment including, but not limited to, the order conditionally certifying

1 the Class for settlement purposes, will be vacated, and the Parties will be returned to the same
2 position that they were in prior to entering this Agreement with respect to the Action, as if the
3 Parties had never entered into this Agreement, and the order certifying the Class pursuant to this
4 Agreement will be vacated. In addition, in such event, the Agreement and all negotiations, court
5 orders and proceedings relating to this Agreement will be without prejudice to the rights of any
6 and all parties to this Agreement, and evidence relating to the Agreement and all negotiations will
7 not be admissible or discoverable in the Action or otherwise.

8 50. No Publicity.

9 (a) Plaintiffs and Class Counsel agree that they shall not discuss, answer
10 questions about, promote, or publicize the filing of the Action, the Parties' Settlement, this
11 Agreement and its terms, or the negotiations leading to this Agreement with anyone other than
12 the Court or those individuals necessary to effectuate the terms of the Agreement. The prohibition
13 set forth in this Section includes, but is not limited to: (i) publications on any website (including,
14 without limitation, publishing on any Twitter account, Facebook, or blog) of the amount or terms
15 of the Settlement, with or without identifying information; and (ii) the submission of information
16 to Verdicts & Settlements or any other publication that summarizes the results of jury verdicts
17 and settlements. Notwithstanding the above, nothing in this Settlement Agreement will restrict
18 Class Counsel from (i) disclosing and including publicly available information regarding this case
19 and the Settlement in any documents filed with the Court as necessary for this Action; or (ii)
20 disclosing and including publicly available information regarding this Settlement in future judicial
21 submissions regarding Class Counsel's qualifications and experience.

22 (b) In addition, Class Counsel may respond to questions received from, and
23 discuss any aspect of this Agreement with, Class Members regarding the Settlement.

24 (c) Plaintiffs and Class Counsel agree that all data and information informally
25 produced by Defendant in connection with the settlement of the Action, including financial
26 information, will be maintained in confidence, and will not be shared with any other persons or
27 entities.
28

1 51. Invalidation of Agreement for Failure to Satisfy Conditions. If the Court makes
2 material changes to the material terms or conditions of this Agreement that are not agreed to by
3 the Parties, the Parties shall have the right to terminate this Agreement, in which case Defendant
4 would not be obligated to make any payments to any Class Member, Class Counsel, or the
5 Plaintiffs.

6 52. Modification in Writing. This Agreement may be altered, amended, modified or
7 waived, in whole or in part, only in a writing signed by Class Counsel and Defendant's counsel
8 and approved by the Court.

9 53. Ongoing Cooperation. Plaintiffs and Defendant will execute all documents and
10 perform all acts necessary and proper to effectuate the terms of this Agreement. The executing
11 of documents must take place prior to the Final Approval Hearing. In the event the Parties are
12 unable to reach agreement on the form or content of any document needed to implement the
13 Settlement, or any supplemental provisions that may become necessary to effectuate the terms of
14 the Settlement, the Parties agree to seek the assistance of the Court.

15 54. Notices. All notices, requests, demands and other communications required or
16 permitted to be given pursuant to this Agreement will be in writing, and will be delivered
17 personally or by first class mail to the Settlement Administrator approved by the Court and the
18 undersigned persons at their respective addresses as set forth below:

19 **Class Counsel**

20 Edwin Aiwazian, Esq.
21 Lawyers *for* Justice, PC
22 410 West Arden Avenue, Suite 203
23 Glendale, California 91203
24 Telephone: (818) 265-1020

25 **Counsel for Defendant Kaiser Aluminum Fabricated Products, LLC**

26 Robert D. Vogel
27 JACKSON LEWIS P.C.
28 725 South Figueroa Street, Suite 2500
 Los Angeles, CA 90017
 Telephone: (213) 689-0404

1
2 55. Binding on Successors. This Agreement will be binding and will inure to the
3 benefit of the Parties and their respective successors, assigns, executors, administrators, heirs and
4 legal representatives.

5 56. Notice of Final Approval Order and Judgment. Notice of entry of the Final
6 Approval Order and Judgment will be given to Class Members by posting a copy of the Final
7 Approval Order and Judgment on the Settlement Administrator's website for a period of sixty
8 (60) calendar days after the date of entry of the Final Approval Order and Judgment.
9 Individualized notice is not required.

10 57. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the
11 Action, including with respect to California Code of Civil Procedure section 583.310, except such
12 proceedings necessary to implement and complete the Settlement, pending the Final Approval
13 Hearing to be conducted by the Court.

14 58. Entire Agreement. This Agreement constitutes the full, complete and entire
15 understanding, agreement and arrangement between the Plaintiffs and the Class Members, on the
16 one hand, and Defendant, on the other hand, with respect to the settlement of the Action and the
17 Released Claims against the Released Parties. This Agreement supersedes any and all prior oral
18 or written understandings, agreements and arrangements between the Parties with respect to the
19 settlement of the Action and the Released Claims against the Released Parties. Except those set
20 forth expressly in this Agreement, there are no other agreements, covenants, promises,
21 representations or arrangements between the Parties with respect to the settlement of the Action
22 and the Released Claims against the Released Parties. The Parties explicitly recognize California
23 Civil Code section 1625 and California Code of Civil Procedure section 1856(a), which provide
24 that a written agreement is to be construed according to its terms, and may not be varied or
25 contradicted by extrinsic evidence, and agree that no such extrinsic oral or written representations
26 or terms will modify, vary, or contradict the terms of this Agreement.

27 59. Execution in Counterparts. This Agreement may be signed in one or more
28 counterparts. All executed copies of this Agreement, and photocopies thereof (including facsimile

1 and e-mail copies of the signature pages), will have the same force and effect and will be as legally
2 binding and enforceable as the original.

3 60. Captions. The captions and section numbers in this Agreement are inserted for the
4 reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the
5 provisions of this Agreement.

6 61. Governing Law. This Agreement will be interpreted, construed, enforced, and
7 administered in accordance with the laws of the State of California, without regard to conflict of
8 law rules.

9 62. Reservation of Jurisdiction. After the Court has entered a Final Approval Order
10 and Judgment, the Court will retain jurisdiction for purposes of interpreting and enforcing the
11 terms of this Agreement. In the event that one or more of the Parties institutes any legal action or
12 other proceeding against any other Party or Parties to enforce the provisions of this Settlement or
13 to declare rights and/or obligations under this Settlement, the successful Party or Parties will be
14 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs,
15 including expert witness fees incurred in connection with any enforcement actions.

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

21 64. Authorization to Act. With respect to themselves, each of the Parties to this
22 Agreement and their agents or counsel represents, covenants and warrants that (a) they have full
23 power and authority to enter into and consummate all transactions contemplated by this
24 Agreement and have duly authorized the execution, delivery and performance of this Agreement;
25 and (b) the person executing this Agreement has the full right, power and authority to enter into
26 this Agreement on behalf of the party for whom they have executed this Agreement, and the full
27 right, power and authority to execute any and all necessary instruments in connection with this
28 Agreement, and to fully bind such party to the terms and obligations of this Agreement.

65. Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel. Further, the Plaintiffs and Class Counsel warrant and represent that there are no liens on the Agreement, and that after entry by the Court of the Final Approval Order and Judgment, the Settlement Administrator may distribute funds to Participating Class Members, Class Counsel, and the Plaintiffs as provided by this Agreement.

66. Authorization by Plaintiffs. Plaintiffs agree not to request to be excluded from the Class and not to oppose or object to any terms of this Agreement. Any such request by Plaintiffs for exclusion or objection will therefore be void and of no force or effect.

67. No Reliance on Representations. The Parties have made such investigations of the facts and the law pertaining to the matters described in this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other Parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Agreement, or with respect to any such matters. No representations, warranties, or inducements have been made to any party concerning this Agreement.

68. No Collateral Attack. This Agreement will not be subject to collateral attack by any Class Member or any recipient of the Class Notice after the Final Approval Order and Judgment is entered. Such prohibited collateral attacks will include but not be limited to claims that the Class Member failed for any reason to receive timely notice of the procedure for disputing the calculation of the Individual Settlement Payment, or for opting out of the Settlement.

IT IS SO AGREED.

[Signatures on next page]

APPROVED AS TO CONTENT:

Dated: 06/11/2021, 2021

Electronically Signed 2021-06-11 14:48:08 UTC - 76.86.93.10
AssureSign® 252379c4-9022-46bb-85bb-ad3d0175668b

Ramiro Perez, Plaintiff and Class Representative

Dated: _____, 2021

Kim Balling, Plaintiff and Class Representative

Dated: _____, 2021

KAISER ALUMINUM FABRICATED
PRODUCTS, LLC

By: _____

Title: _____

APPROVED AS TO FORM:

Dated: _____, 2021

Lawyers for Justice, PC

By: _____

Edwin Aiwarzian
Attorneys for Plaintiffs

Dated: _____, 2021

JACKSON LEWIS, P.C.

By: _____

Robert D. Vogel
Attorneys for Defendant Kaiser Aluminum
Fabricated Products, LLC

APPROVED AS TO CONTENT:

Dated: _____, 2021

Ramiro Perez, Plaintiff and Class Representative

Dated: 06/04/2021, 2021

Electronically Signed _____ 2021-06-04 12:48:03 UTC - 174.197.75.180
AssureSign® _____ Kim Balling _____ 2b087171-34c7-4631-b526-ad3a00004127

Kim Balling, Plaintiff and Class Representative

Dated: _____, 2021

**KAISER ALUMINUM FABRICATED
PRODUCTS, LLC**

By: _____

Title: _____

APPROVED AS TO FORM:

Dated: June 7, 2021

Lawyers for Justice, PC

By: _____



Edwin Aiwanian
Attorneys for Plaintiffs

Dated: _____, 2021

JACKSON LEWIS, P.C.

By: _____

Robert D. Vogel
Attorneys for Defendant Kaiser Aluminum
Fabricated Products, LLC

1 **APPROVED AS TO CONTENT:**

2 Dated: _____, 2021

3 _____
4 Ramiro Perez, Plaintiff and Class Representative

5
6 Dated: _____, 2021

7 _____
8 Kim Balling, Plaintiff and Class Representative

9
10 Dated: June 2, 2021

11 KAISER ALUMINUM FABRICATED
12 PRODUCTS, LLC

13 By: _____

14 Title: CAO & GENERAL COUNSEL

15 **APPROVED AS TO FORM:**

16 Dated: _____, 2021

17 Lawyers for Justice, PC

18 By: _____

19 Edwin Aiwarzian
20 Attorneys for Plaintiffs

21 Dated: June 2, 2021

22 JACKSON LEWIS, P.C.

23 By: _____

24 Robert D. Vogel
25 Attorneys for Defendant Kaiser Aluminum
26 Fabricated Products, LLC

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

***Ramiro Perez v. Kaiser Aluminum Corporation* Los Angeles County Superior Court Case No. 18STCV06639**

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced matter.

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the settlement, your legal rights may be affected.

This Notice is designed to advise you of your rights and options with respect to the settlement.

By order of the Superior Court of California for the County of Los Angeles (the "Court" or "Los Angeles County Superior Court"), you are notified that: preliminary approval of a class action settlement reached between Plaintiffs Ramiro Perez and Kim Balling ("Plaintiffs") and Defendant Kaiser Aluminum Fabricated Products, LLC ("Defendant"), was granted on March 25, 2021, in the case entitled *Ramiro Perez v. Kaiser Aluminum Corporation*, Los Angeles County Superior Court, Case No. 18STCV06639 (the "Action"), which may affect your legal rights.

If you are a Class Member (or member of the Class), you need not take any action to receive a settlement payment, but you have the opportunity to request exclusion from the settlement (in which case you will not receive payment under the settlement), object to the settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Section III below.

I. IMPORTANT DEFINITIONS

"**Class**" means all current and former non-exempt employees who worked for Defendant within the State of California at any time during the Class Period .

"**Class Member**" means a member of the Class.

"**Class Period**" means the time period from November 29, 2014 through March 25, 2021.

II. BACKGROUND OF THE ACTION

On November 29, 2018, Plaintiff Ramiro Perez filed a Class Action Complaint for Damages ("Original Complaint") and commenced the Action against Defendant. On April 16, 2018, Plaintiffs filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorney Generals Act (together with the Original Complaint, "Complaints") which, among other things added Plaintiff Kim Balling . Plaintiffs allege that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages upon termination and during employment and associated waiting-time penalties, provide accurate wage statements, keep requisite payroll records, and reimburse business expenses, and thereby engaged in unfair business practices and owes penalties under the California Labor Code Private Attorneys General Act of 2004 ("PAGA"). Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law and contends that, at all times, it has fully complied with all applicable federal, state, and local laws.

The parties participated in a full-day mediation session with a respected class action mediator, and as a result, the parties reached a settlement. The Parties have since entered into the Class Action Settlement and Release ("Settlement" or "Settlement Agreement").

On March 25, 2021, the Court entered an order preliminarily approving the Settlement. The Court has appointed Phoenix Settlement Administrator as the administrator of the settlement ("Settlement Administrator"), Plaintiffs Ramiro Perez and Kim Balling as representatives of the Class ("Class Representatives"), and the following attorneys as counsel for the Class ("Class Counsel"):

Edwin Aiwarzian
Arby Aiwarzian
Joanna Ghosh
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiffs or to Class Members. Plaintiffs and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total settlement amount is Seven Hundred Thirty-Five Thousand Dollars (\$735,000) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members who do not timely and validly request exclusion from the Settlement (“Participating Class Members”) is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less all prior payments previously paid by Defendant to Class Members in connection with prior agreements to release claims against Defendant (“Prior Settlement Payments”) in the amount of Three Hundred Forty Thousand Three Hundred Eighty-One Dollars (\$340,381.00) and the following payments which are subject to approval by the Court: (1) Settlement Administration Costs in an amount not to exceed Eight Thousand Dollars (\$8,000) to the Settlement Administrator; (2) attorneys’ fees in an amount not to exceed 27.5% of the Gross Settlement Amount (i.e., \$202,125) and reimbursement of litigation costs and expenses in an amount not to exceed Seventy-Five Thousand Dollars (\$75,000) to Class Counsel (“Attorneys’ Fees and Costs”); (3) payment to the California Labor and Workforce Development Agency (“LWDA”) in the amount of Fifteen Thousand Dollars (\$15,000) for its 75% portion of the PAGA Amount (“LWDA Payment”); and (4) Incentive Awards in an amount up to Seven Thousand Five Hundred Dollars (\$7,500) to Plaintiff Ramiro Perez and an amount up to Five Thousand Dollars to Plaintiff Kim Balling (for a total of \$12,500) for their services in the Action.

Note: a total of Twenty Thousand Dollars (\$20,000) from the Gross Settlement Amount has been allocated toward penalties under the Private Attorneys General Act (“PAGA Amount”), of which the LWDA will be paid 75% and the remaining 25% (i.e., \$25,000) will be a part of the Net Settlement Amount for distribution to Participating Class Members.

Participating Class Members will be entitled to receive payment under the Settlement of their share of the Net Settlement Amount (“Individual Settlement Payment”) based on number of weeks they were employed Defendant in California during the Class Period (“Workweeks”). A Participating Class Member will be credited one (1) Workweek for each calendar week during the Class Period the Class Member worked at least one day, as determined by Defendant’s records.

Individual Settlement Payments will be determined by dividing the Net Settlement Amount by the total number of Workweeks for all Participating Class Members (“Total Workweeks”) and multiplying the resulting figure by the number of each Participating Class Member’s individual Workweeks during the Class Period to yield his or her “Initial Share.” The Initial Share of any Participating Class Member who received a Prior Settlement Payment (“Previously Paid Participating Class Member”) will be reduced by the amount of his or her Prior Settlement Payment, and if the Prior Settlement Payment exceeds the Initial Share, his or her Initial Share will be reduced to zero. In no case will the amount subtracted for a Prior Settlement Payment exceed the individual Participating Class Member’s Initial Share. The total amount by which the Initial Shares of all Previously Paid Participating Class Members are reduced by Prior Settlement Payments will be redistributed to all Participating Class Members on a pro rata basis (“Share Redistribution”). Each Participating Class Member’s portion of the Share Redistribution will be added to his or her respective Initial Share, after reduction for any Prior Settlement Payment, to yield his or her Individual Settlement Payment.

Each Individual Settlement Payment will be allocated as one-third (1/3) wages (which will be reported on an IRS Form W2) and two-thirds (2/3) penalties, interest, and other non-wage damages (which will be reported on IRS Form 1099, if

applicable). Individual Settlement Payments will be subject to reduction for the employee's share of payroll taxes and withholdings required under federal or state law on the wages portion of the Individual Settlement Payments, resulting in a net payment to the Participating Class Members.

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Participating Class Members at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to.**

B. Your Workweeks Based on Defendant's Records

According to Defendant's payroll records:

From November 29, 2014 through March 25, 2021, you worked [REDACTED] Workweeks.

A description of how Workweeks were calculated and credited to Class Members is described above in Section III.A. If you wish to dispute the number of Workweeks credited to you, you may submit a dispute to the Settlement Administrator. The Workweeks dispute must: (1) contain your full name, address, telephone number, signature, and the last four digits of your Social Security number; (2) contain the case name and number of the Action (*Ramiro Perez v. Kaiser Aluminum Corporation*, Case No. 18STCV06639); (3) contain an explanation clearly indicating that you wish to dispute the number of Workweeks credited you; (4) attach all supporting documentation; and (5) be mailed to the Settlement Administrator at the address listed in Section IV.B below, postmarked **no later than [End of Notice Period]**.

C. Your Estimated Individual Settlement Payment

As explained above, your estimated Individual Settlement Payment is based on the number of Workweeks credited to you, subject to reduction for any Prior Settlement Payment you may have received.

You received a Prior Settlement Payment equal to \$ [REDACTED].

Your Individual Settlement Payment is estimated to be \$ [REDACTED].

The Individual Settlement Payment is subject to reduction for employee's share of payroll taxes and withholdings required under federal or state law on the wages portion of Individual Settlement Payments and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect. You will receive an Individual Settlement Payment, which is your Individual Settlement Payment after reduction for employee's share of taxes and withholdings.

The settlement approval process may take multiple months. Your Individual Settlement Payment reflected in this Notice is only an estimate. Your actual Individual Settlement Payment may be higher or lower.

D. Released Claims

Upon the Effective Date, Plaintiffs and all Class Members who do not submit a valid and timely Request for Exclusion (i.e., Participating Class Members) will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Claims he or she may have or had.

"Released Claims" means any and all claims, whether known or unknown, against Defendant and the Released Parties that have been, or could have been, asserted against Defendant and the Released Parties that are or could have been alleged in the Operative Complaint, based on the facts alleged in the Operative Complaint during the Class Period. Without limiting the foregoing, and in addition to the foregoing, the Released Claims include claims for: failure to provide rest breaks and associated premiums; failure to provide meal periods and associated premiums; failure to pay minimum wages and overtime wages; failure to reimburse for business expenses; failure to provide accurate wage statements; failure to maintain accurate records; failure to pay timely final wages during employment and after separation; violations of the California Business and Professions Code section 17200, *et seq*; and civil penalties under California Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code section 2698, *et seq*.

"Released Parties" means Defendant and its respective parents, subsidiaries, divisions, operating companies, joint venturers, related enterprises, staffing companies, affiliates, officers, directors, agents, insurers, reinsurers, employees, members, board members, partners, owners, shareholders, subrogors, subrogees, administrators, attorneys, or representatives and all of their predecessors, successors, and assigns.

E. Attorneys' Fees and Litigation Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount of up to twenty-seven and a one-half percent (27.5%) of the Gross Settlement Amount (i.e., an amount of up to \$202,125) and reasonable litigation costs and expenses in an amount of up to Seventy-Five Thousand Dollars (\$75,000), to be paid from the Gross Settlement Amount, subject to approval by the Court. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiffs will seek the amount of Seven Thousand Five Hundred Dollars (\$7,500) for Plaintiff Ramiro Perez and Five Thousand Dollars for Plaintiff Kim Balling (for a total of \$12,500) as Incentive Awards to Plaintiffs in recognition of their services in connection with the Action. The Incentive Awards will be paid from the Gross Settlement Amount subject to approval by the Court, and if awarded, will be paid to Plaintiffs in addition to their Individual Settlement Payments that they are entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Eight Thousand Dollars (\$8,000) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Workweeks disputes, and objections to the Settlement, calculating Individual Settlement Payments, and distributing payments and tax forms under the Settlement, and will be paid from the Gross Settlement Amount subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to receive money from the Settlement, you do not have to do anything. You will automatically be issued your Individual Settlement Payment unless you decide to exclude yourself from the Settlement. Unless you elect to exclude yourself from the Settlement, you will be bound by the terms of the Settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the Released Claims against the Releasees as described in Section III.D above. As a Class Member, you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Settlement

If you do not wish to participate in the Settlement, you may seek exclusion from the Settlement by submitting a written request to be excluded from the Settlement ("Request for Exclusion") to the Settlement Administrator at the following address:

Phoenix Settlement Administrator
[Address]

A Request for Exclusion must: (1) contain your full name, address, telephone number, signature, and the last four digits of your Social Security number; (2) contain the case name and number of the Action (*Ramiro Perez v. Kaiser Aluminum Corporation*, Case No. 18STCV06639); (3) contain a statement clearly indicating that you wish to be excluded from the Settlement; and (4) be mailed to the Settlement Administrator at the address listed above, postmarked **no later than [End of Notice Period]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be entitled to receive any payment from the Settlement, will not be bound by the Settlement (and the release of Released Claims stated in Section III.D above), and will not have any right to object to, appeal, or comment on the Settlement. Any Class Members who do not submit a timely and valid Request for Exclusion will be deemed Participating Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of Released Claims stated in Section III.D above, as well as any judgment that may be entered by the Court based thereon.

C. Object to the Settlement

Class Members may object to the terms of the Settlement as long as they have not submitted a Request for Exclusion.

To object, Participating Class Members may do so by way of a written objection that contains: (1) the Participating Class Member's full name, current address, and signature (2) the case name and number of the Action (*Ramiro Perez v. Kaiser Aluminum Corporation*, Case No. 18STCV06639); (3) a statement of the specific reasons why the objector believes the Settlement is unfair or objects to the Settlement; and (4) is mailed to the Settlement Administrator and postmarked **no later than [End of Notice Period]**. Participating Class Members may also appear at the Final Approval Hearing to object to the Settlement, whether or not they have objected in writing or notified the Parties that they intend to appear.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department SSC12 of the Los Angeles County Superior Court, Spring Street Courthouse, located at 312 N. Spring Street, Los Angeles, California 90012, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate and whether the Attorneys' Fees and Costs to Class Counsel, Incentive Awards to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator should be awarded.

The hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other court records in the Action at the Stanley Mosk Courthouse, located at 111 North Hill Street, Los Angeles, California 90012, during business hours

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: **[INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.**