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LIDMAN LAW, APC
Scott M. Lidman (SBN 199433)
slidman@lidmanlaw.com
Elizabeth Nguyen (SBN 238571)
enguyen@lidmanlaw.com
Milan Moore (SBN 308095)
mmoore@lidmanlaw.com
2155 Campus Drive, Suite 150
El Segundo, California 90245
Tel: (424) 322-4772
Fax: (424) 322-4775

Attorneys for Plaintiff
MAGDALENA CRUZ

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff
MAGDALENA CRUZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

MAGDALENA CRUZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

SPS TECHNOLOGIES, LLC dba AIR
INDUSTRIES COMPANY, a Pennsylvania
limited liability company; PRECISION
CASTPARTS CORP.; an Oregon corporation;
AIR INDUSTRIES CORPORATION, a
California corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 30-2021-01202173-CU-OE-CJC

*[Assigned for all purposes to the Hon. Lon F.
Hurwitz in Department CX103]*

**~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: September 30, 2022
Time: 1:30 p.m.
Dept. CX101

[Complaint Filed: May 21, 2021]
[Trial Date None Set]

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

MAR 07 2023

DAVID H. YAMASAKI, Clerk of the Court

BY: D. MIRANDA, DEPUTY

1 The Motion of Plaintiff Magdalena Cruz ("Plaintiff") for Preliminary Approval of Class Action
2 Settlement ("Motion") came on regularly for hearing before this Court on September 30, 2022 at 1:30
3 p.m. in Department CX 104. The Court, having considered the proposed Class and Representative
4 Action Stipulation of Settlement (the "Settlement"), attached as Exhibit 2 to the Declaration of
5 Elizabeth Nguyen (ROA # 59) filed concurrently with the Motion (ROA #76) and the Notice of Class
6 Action and PAGA Settlement, Allocation Form, Request For Exclusion Form and Objection Form are
7 attached as Exhibit A to Exhibit 2 (ROA #59); having considered Plaintiff's Motion, Memorandum of
8 Points and Authorities in support thereof, and supporting declarations filed therewith; and good cause
9 appearing, HEREBY ORDERS THE FOLLOWING:

10 1. The Court GRANTS preliminary approval of the class action settlement as set forth in
11 the Settlement and finds its terms to be within the range of reasonableness of a settlement that ultimately
12 could be granted approval by the Court at a Final Fairness Hearing. For purposes of the Settlement,
13 the Court finds that the proposed Settlement Class is ascertainable and that there is a sufficiently well-
14 defined community of interest among the members of the Settlement Class in questions of law and fact.
15 Therefore, for settlement purposes only, the Court grants conditional certification of the following
16 Settlement Class:

17 All current and former non-exempt employees of Defendant SPS Technologies,
18 LLC dba Air Industries Company who worked in California at any time between
19 September 20, 2019 and the date of preliminary approval.

20 2. For purposes of the Settlement, the Court designates named Magdalena Cruz as Class
21 Representative, and designates Scott M. Lidman, Elizabeth Nguyen, and Milan Moore of Lidman Law,
22 APC and Paul K. Haines of Haines Law Group, APC as Class Counsel.

23 3. The Court designates ILYM Group as the third-party Settlement Administrator for
24 mailing notices.

25 4. The Court approves, as to form and content, the following documents to be mailed to
26 the Settlement Class: the Notice of Class Action and PAGA Settlement, Allocation Form, Request For
27 Exclusion Form and Objection Form as Exhibit A.

28 5. The Court finds that the form of notice to the Settlement Class regarding the pendency
of the action and of the Settlement, and the methods of giving notice to Settlement Class members,

1 constitutes the best notice practicable under the circumstances, and constitute valid, due, and sufficient
2 notice to all members of the Settlement Class. The form and method of giving notice complies fully
3 with the requirements of California Code of Civil Procedure section 382, California Civil Code section
4 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and
5 other applicable law.

6 6. The Court further approves the procedures for Settlement Class members to opt out of
7 or object to the Settlement, as set forth in the Notice of Pendency of Class Action and Proposed
8 Settlement.

9 7. The procedures and requirements for filing objections in connection with the Final
10 Fairness Hearing are intended to ensure the efficient administration of justice and the orderly
11 presentation of any Settlement Class member's objection to the Settlement, in accordance with the due
12 process rights of all Settlement Class members.

13 8. The Court directs the Settlement Administrator to mail the Notice of Pendency of Class
14 Action and Proposed Settlement and Notice of Individual Settlement Award to all of the Class members
15 in accordance with the terms of the Settlement.

16 9. The Class Notice shall provide at least 60 calendar days' notice for Settlement Class
17 members to opt out of, or object to, the Settlement.

18 10. The Final Fairness Hearing on the question of whether the Settlement should be finally
19 approved as fair, reasonable, and adequate is scheduled in Department CX 101 of this Court, located
20 at 751 West Santa Ana Blvd., Santa Ana, CA 92701 on _____, 2022 at _____ a.m./
21 p.m.

22 11. At the Final Fairness Hearing, the Court will consider: (a) whether the Settlement
23 should be finally approved as fair, reasonable, and adequate for the Settlement Class; (b) whether a
24 judgment granting final approval of the Settlement should be entered; and (c) whether Plaintiff's
25 application for reasonable attorneys' fees, reimbursement of litigation expenses, service award to
26 Plaintiff, and payment to the Labor and Workforce Development Agency ("LWDA") for penalties
27 under the Labor Code Private Attorneys General Act ("PAGA") should be granted.

28 12. Counsel for the parties shall file memoranda, declarations, or other statements and

materials in support of their request for final approval of the Settlement, attorneys' fees, litigation expenses, Plaintiff's service award, settlement administration costs, and payment to the LWDA for PAGA penalties prior to the Final Fairness Hearing according to the time limits set by the Code of Civil Procedure and the California Rules of Court.

13. An implementation schedule is below:

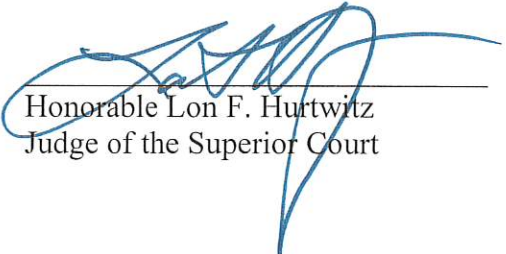
Event	Date	Actual Date ¹
Defendant to provide Class Data to Settlement Administrator	20 calendar days after issuance of the preliminary approval order	October 20, 2022
Settlement Administrator to mail Notice Packets to Class Members	7 calendar days after receiving Class Information from Defendant	October 27, 2022
Deadline for Class Members to request exclusion from, submit disputes, or object to, the Settlement	60 calendar days after mailing of the Notice by the Settlement Administrator	December 27, 2022 ²
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement:	16 ¹⁴ Court days prior to Final Fairness Hearing	
Final Fairness Hearing:	<u>July 14, 2023.</u>	

14. Pending the Final Fairness Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed.

15. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement.

IT IS SO ORDERED.

Dated: MAR 07 2023


Honorable Lon F. Hurtwitz
Judge of the Superior Court

¹ These dates are based on if the Court enters the order granting preliminary approval on September 30, 2022.

² 60 calendar days after October 27, 2022 is December 26, 2022, which is a Court holiday. Therefore, Plaintiff calendared this date for the following court day, December 27, 2022.

³ Based on the foregoing timeline, a Final Fairness Hearing date on or after February 2, 2023 is respectfully requested.

EXHIBIT A

CRUZ V. SPS TECHNOLOGIES, LLC dba AIR INDUSTRIES COMPANY
Orange County Superior Court Case No. 30-2021-01202173-CU-OE-CJC
A court authorized this notice. This is not a solicitation. You are not being sued.

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

If you worked for Air Industries Company in California as a non-exempt, hourly employee between September 20, 2019 and _____, 2022, then you may get money from a class action and PAGA settlement.

YOUR RIGHTS AND OPTIONS REGARDING THE SETTLEMENT	
You may:	What will happen:
Do nothing	You will get your Individual Settlement Payment and Aggrieved Employee Payment , and give up the right to bring your own lawsuit for the Settlement Class Released Claims or Aggrieved Employee Released Claims. See below.
Submit the Allocation Form and information or document(s) you have in support of the corrections to the Allocation Form by _____	A decision will be made regarding the number of workweeks based on the information in the Allocation Form and evidence submitted. You will get your Individual Settlement Payment and Aggrieved Employee Payment , and give up the right to bring your own lawsuit for the Settlement Class Released Claims or Aggrieved Employee Released Claims. See below.
Request to be excluded from the settlement by _____	You will not receive your Individual Settlement Payment but you will receive your Aggrieved Employee Payment . You will retain the right to file your own lawsuit for the Settlement Class Released Claims, but the request for exclusion does not and will not exclude you from the portion of the settlement related to Aggrieved Employee Released Claims. See below.
Object to the terms of the settlement	The court will consider your objection. If the court overrules your objection, you will still be bound by the terms of the settlement. See below.

I. What is the purpose of this notice?

The purpose of this notice is to let you know that there is a class action lawsuit pending in the Superior Court of California for the County of Orange, a proposed settlement has been reached, and you may be a member of the class. This lawsuit was filed by Magdalena Cruz ("Plaintiff") a former employee of Defendant SPS Technologies, LLC dba Air Industries Company ("Defendant"), Case No. 30-2021-01202173-CU-OE-CJC ("the Lawsuit"). The First Amended Class and Representative Action Complaint claims that Defendant allegedly failed to pay minimum wages for all hours worked, failed to pay all overtime wages owed, failed to provide meal periods, failed to authorize and permit rest periods, failed to provide accurate itemized wage statements, failed to pay all wages owed at the time of termination, engaged in unfair business practices, and owes penalties under the California Labor Code Private Attorneys' General Act (Cal. Labor Code §§ 2698 *et seq.* "PAGA"). On _____, the Court ordered that you be sent this Notice. The Court file contains the settlement documents with more information on the Lawsuit.

II. Why does Plaintiff seek settlement approval?

Plaintiff seeks approval of the settlement because she has reached a proposed settlement with Defendant that she believes to be fair, reasonable, and adequate and in the best interest of the members of the class and all parties that resolves the uncertainties in this case. Please note that the Court has not decided anything yet, only that you should get a copy of this Notice so that you can review the settlement and determine whether you want to participate in the settlement, object to it, or exclude yourself from the settlement.

III. What is Defendant's position on settlement?

Defendant denies that any of its practices at issue in this Lawsuit were or are unlawful and Defendant is not admitting to any allegations in the case. Defendant views the settlement as a compromise, to which it has agreed in order to avoid the burden and expense of continued litigation. Thus, Defendant reserves the right to object to all claims if the settlement fails for any reason.

IV. Why did I get this Notice?

You received this Notice because Defendant's records identify you as a member of the class. You may get money from the settlement if you worked for Defendant Air Industries Company in California as a non-exempt, hourly employee between September 20, 2019 and _____, 2022 (the "Class Period"). Specifically, "Class Member" is defined as follows:

All current and former non-exempt, hourly employees of Defendant SPS Technologies, LLC dba Air Industries Company who worked in California at any time during the Class Period.

V. Who are the parties in this class action?

This lawsuit was filed against Defendant. Magdalena Cruz, a former non-exempt employee of Defendant, is the Plaintiff who brought the Lawsuit on behalf of herself and all similarly situated non-exempt employees in the state of California. The parties are settling the Lawsuit.

VI. Who are the attorneys for the parties?

Counsel for Plaintiff and Class Counsel

LIDMAN LAW, APC

Scott M. Lidman
Elizabeth Nguyen
Milan Moore
2155 Campus Drive, Suite 150
El Segundo, CA 90245
Telephone: (424) 322-4772
Facsimile: (424) 322-4775
slidman@lidmanlaw.com
enguyen@lidmanlaw.com
mmoore@lidmanlaw.com

HAINES LAW GROUP, APC

Paul K. Haines
2155 Campus Drive, Suite 180
El Segundo, California 90245
Telephone: (424) 292-2350
Facsimile: (424) 292-2355
phaines@haineslawgroup.com

Counsel for Defendant Air Industries Company

BRYAN CAVE LEIGHTON PAISNER LLP

Allison C. Eckstrom, Esq.
1920 Main Street, Suite 1000
Irvine, CA 92614
Telephone: (949) 223-7000
Facsimile: (949) 223-7100
allison.eckstrom@bclplaw.com

BRYAN CAVE LEIGHTON PAISNER LLP

Daria Dub Carlson, Esq.
120 Broadway, Suite 300
Santa Monica, California 90401-2386
Telephone: (310) 576-2100
Facsimile: (310) 576-2200
daria.carlson@bclplaw.com

VII. What is the proposed settlement?

Defendant has agreed to pay a settlement amount of up to five hundred fifty thousand dollars (\$550,000) ("Gross Settlement Amount"). This sum includes the following: (1) fees for Settlement Administration, which is anticipated to be no more than \$15,000, (2) Class Representative Enhancement Payment in an amount not to exceed \$5,000 to Plaintiff, the class representative, for the initiation of the Lawsuit, prosecution and risks undertaken for costs in the event the case was unsuccessful, (3) the PAGA Payment of \$50,000, and (4) Plaintiff's attorneys' fees in an amount of up to one-third of the Gross Settlement Amount (currently estimated to be \$183,333.33) and actual litigation costs of up to \$30,000, as approved by the Court.

The following is a summary of the settlement provisions. The specific and complete terms of the proposed settlement are stated in the Class and Representative Action Stipulation of Settlement between Plaintiff and Defendant ("Settlement Agreement"), a copy of which is filed with the Clerk of the Court.

Individual Settlement Payment. Defendant has agreed to pay all Class Members who do not submit a written Request for Exclusion ("Opt-Out") through the Settlement Administrator in accordance with the terms of the Settlement Agreement, after Final Approval of the Settlement.

After the deduction of the Court-approved expenses from the settlement amount, the remaining sum ("Net Settlement Amount") will be available to pay each Class Member who does not Opt-Out ("Settlement Class Member"). Each Settlement Class Member will receive a share of the Net Settlement Amount that is based on the total number of weeks the individual Settlement Class Member worked for Defendant in California during the Class Period ("Individual Settlement Payment").

The Individual Settlement Payment paid to each Settlement Class Member will be allocated as follows: 33% will be attributed to wages and will be reported as such on an IRS Form W-2 from which payroll withholding taxes and contributions shall be taken; and 67% to penalties and interest, not subject to withholdings and reported on an IRS Form 1099.

Aggrieved Employee Payment. Of the \$50,000 PAGA Payment, \$37,500 will be paid to the California Labor & Workforce Development Agency ("LWDA") and \$12,500 ("Aggrieved Employee PAGA Share") will be available for distribution to Class Members who were employed by Defendant at any time between September 20, 2019 and [REDACTED], 2022 ("Aggrieved Employees"). The time frame from September 20, 2019 to [REDACTED], 2022 is known as the "PAGA Period." Each Aggrieved Employee will receive a share of the Aggrieved Employee PAGA Share that is based on the total number of weeks the Aggrieved Employee worked for Defendant in California during the PAGA Period ("Aggrieved Employee Payment").

The Aggrieved Employee Payment paid to each Aggrieved Employee will be allocated as penalties, not subject to withholdings and reported on an IRS Form 1099.

The parties agree that all Settlement Class Members and Aggrieved Employees who receive any payment pursuant to the settlement will be responsible for any and all tax obligations associated with such receipt. **You will be responsible for correctly characterizing this compensation for tax purposes and paying any taxes that may be due on the payment you receive.**

VIII. What are my rights with regard to this matter?

A. Option One: You May Do Nothing.

If you do not submit a correction to the enclosed Allocation Form and do not opt out from the class, you will receive your Individual Settlement Payment and Aggrieved Employee Payment based on the information contained in the Allocation Form, you will be bound by the Settlement, and you will be barred from separately pursuing the claims released by the Settlement Agreement.

B. Option Two: Correct Information on Allocation Form

If you believe the information contained on the Allocation Form is incorrect, you **must** complete the enclosed Allocation Form and return it to the Settlement Administrator, [REDACTED], at the address provided below on or before [REDACTED] ("Response Deadline"). The date of the postmark on the return mailing envelope on the Allocation Form shall be the exclusive means used to determine whether the Allocation Form was timely submitted. The Settlement Administrator will evaluate the information and document(s) you submit and, after reviewing the Company's records, the Settlement Administrator, together with the parties' counsel, will attempt to informally resolve the dispute as to your correct number of workweeks. Unresolved disputes will be decided by the Settlement Administrator. If you dispute the number of workweeks, you may consult with Plaintiff's Attorneys or Settlement Administrator about your disputed claim.

C. Option Three: You May Exclude Yourself ("Opt-Out") From the Settlement Agreement.

If you do not wish to participate in or be bound by the Settlement Agreement, you must: (1) complete and sign the enclosed Request for Exclusion Form and return it to the Settlement Administrator at the specified address postmarked by [redacted]; or (2) you must submit a written signed statement expressing your desire to be excluded from the Settlement ("Request for Exclusion"), and any such statement shall include the name (and former names, if any), current address, telephone number and the last four (4) digits of Social Security number of the Class Member and stating "I wish to be excluded from the *Cruz vs. Air Industries Company* settlement. I understand by excluding myself, I will receive an Aggrieved Employee Payment if I worked during the PAGA Period, but I will not receive any other money from the settlement reached in this matter" or words to this effect; and (4) be postmarked by [redacted] and returned to the Settlement Administrator at the specified address. The Request for Exclusion will not be valid if it is not timely submitted, if it is not signed by the Class Member, or if it does not contain the name, address, and the last four digits of the Social Security number of the person requesting exclusion. The date of the postmark on the return mailing envelope on the Request for Exclusion shall be the exclusive means used to determine whether the Request for Exclusion was timely submitted.

Any Class Member who requests to be excluded from the Settlement Class will not be entitled to an Individual Settlement Payment and will not be bound by the terms of the Settlement or have any right to object, appeal, or comment thereon. However, even if you request to be excluded from the Settlement Class and the Court approves the Settlement, you will still receive an Aggrieved Employee Payment if you worked during the PAGA Period and be bound by the Aggrieved Employee Released Claims. There is no right to exclude yourself from the settlement of the PAGA Claims.

Class Members who fail to submit a valid and timely written Request for Exclusion on or before [redacted] will be bound by all terms of the Settlement Agreement and any final judgment entered in this Lawsuit if the Settlement Agreement is approved by the Court.

D. Option Four: You May Object to the Settlement.

If you are a Class Member and you do not Opt-Out, you may object to the Settlement before Final Approval of the Settlement by the Court. However, you may not object to the Court's approval of the Aggrieved Employee Payments, Aggrieved Employee Release, or LWDA Payment. If you object to the Settlement and the Court approves the Settlement, you will still receive an Aggrieved Employee Payment if you worked during the PAGA Period and be bound by the Aggrieved Employee Released Claims. There is no right object to the settlement of the PAGA Claims.

If you choose to object to the Settlement, you may enter an appearance by yourself or through an attorney that you hire and pay for yourself. Any written objection must be signed by the Class Member and state: (a) the full name of the Class Member; (b) the dates of employment of the Class Member; (c) the last four digits of the Class Member's Social Security number and/or the Employee ID number; (d) contain a statement of the Class Member's objections, and (e) the name of the case and case number, *Cruz vs. Air Industries Company*, Case No. 30-2021-01202173-CU-OE-CJC. You must mail such written objection or complete, sign, and submit the enclosed Objection Form to the Settlement Administrator on or before [redacted] in order to be considered by the Court. The date of the postmark on the return mailing envelope shall be the exclusive means used to determine whether the objection was timely submitted. You may also appear at the Final Approval/Settlement Fairness Hearing and present your objection to the Court. Any Class Member who submits a Request for Exclusion will not have the right to object to the Settlement.

IX. How much money will I get if I do not submit a Request for Exclusion?

The estimated gross share you will receive under the settlement if you are a Settlement Class Member or Aggrieved Employee is preprinted on your customized Allocation Form accompanying this Notice. The actual amount you receive may be higher or lower than this amount.

Defendant has agreed to pay a gross settlement amount of up to \$550,000 to settle the Lawsuit. The amount you receive as an Individual Settlement Payment depends on the number of weeks you worked during the Class Period for Defendant, calculated by multiplying the number of weeks you worked during the Class Period by the amount available for each such week. The amount available per week will be calculated by dividing the Net Settlement Amount by the total number of qualifying weeks worked by all Class Members during the Class Period.

The amount you receive as an Aggrieved Employee Payment depends on the number of weeks you worked during the PAGA Period for Defendant, calculated by multiplying the number of weeks you worked during the PAGA Period by the amount available for each such week. The amount available per week will be calculated by dividing the Aggrieved Employee PAGA Share by the total number of qualifying weeks worked by all Aggrieved Employees during the PAGA Period.

You will have 180 days to cash your check. If you do not cash your check within 180 days, the funds from the uncashed checks will be distributed to the California State Controller's Office's Unclaimed Property Fund in the name of the Settlement Class Member or the Aggrieved Employee.

X. What is the effect of the settlement on my rights?

Upon Final Approval by the Court, each Class Member who does not Opt-Out shall release, as of the date that Defendant delivers the Gross Settlement Amount and employer-side tax obligations for the wages portion of the Settlement to the Settlement Administrator, Defendant, and any of its former and present officers, directors, shareholders, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its respective predecessors in interest, subsidiaries, affiliates, parents and attorneys, from all claims during the Class Period under state, and local law that were alleged in the Lawsuit or could have been asserted based on the facts and allegations made in the Lawsuit, and any amendments thereto, including the following claims: (a) failure to pay the statutory minimum wage for all hours worked; (b) failure to pay all overtime wages owed; (c) failure to provide all meal periods; (d) failure to authorize and permit all rest breaks; (e) failure to furnish accurate, itemized wage statements; (f) failure to timely pay all wages owed upon separation of employment; (g) all claims for unfair business practices under California Business & Professions Code Section 17200 et seq. that could have been premised on the facts, claims, causes of action or legal theories of relief described above in (a)-(g); and (h) all damages, including, but not limited to, liquidated damages, civil and statutory penalties, interest and other amounts recoverable under said claims, causes of action or legal theories of relief identified above in (a)-(g) ("Settlement Class Released Claims").

In addition, each Class Member shall release, as of the date that Defendant delivers the Gross Settlement Amount and employer-side tax obligations for the wages portion of the Settlement to the Settlement Administrator, Defendant, and any of its former and present officers, directors, shareholders, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its respective predecessors in interest, subsidiaries, affiliates, parents and attorneys, from all claims for penalties pursuant to PAGA during the PAGA Period that were asserted in Plaintiff's March 16, 2021 letter to the California Labor and Workforce Development Agency and alleged in the Lawsuit or could have been asserted based on the facts and allegations made in the Lawsuit, and any amendments thereto, including the following claims: (a) failure to pay the statutory minimum wage for all hours worked in violation of Labor Code §§ 1194, 1194.2, and 1197; (b) failure to pay all overtime compensation earned in violation of Labor Code §§ 204, 510, 558, 1194, and 1198; (c) failure to provide all legally required meal periods and failing to pay meal period premiums in violation of Labor Code §§ 226.7, 512, and 558 by; (d) failure to provide all legally required rest periods and failure to pay rest period premiums in violation of Labor Code §§ 226.7, 516, and 558; (e) failure to furnish accurate and compliant itemized wage statements in violation of Labor Code § 226; (f) failure to pay all earned wages at least twice during each calendar month in violation of Labor Code § 204; (g) failure to maintain accurate records in violation of Labor Code § 1174; and (h) failure to pay all wages owed at the time of separation of employment in violation of Labor Code § 203 ("Aggrieved Employee Released Claims").

If the Settlement Agreement is not approved by the Court or does not become final for some other reason, then the litigation will continue.

XI. What is a "Class Representative Enhancement Payment"?

In class actions such as this one, a court may provide the Class Representative a "class representative enhancement payment" in recognition of the time, effort and risks the Class Representative took to prosecute the class action and the Class Representative's execution of a general release of all claims. Plaintiff Magdalena Cruz will request that the Court approve a Class Representative Enhancement Payment of \$5,000, which will be deducted from the Gross Settlement Amount if approved by the Court.

XII. Why does the Labor Workforce Development Agency receive any money?

PAGA allows private citizens to step into the State's shoes and recover civil penalties for alleged violations of California's Labor Code. Seventy-five (75) percent of any such recovery must be given to the State. In the present case, the Settlement provides that \$37,500 be paid to the State as its share of the penalties recovered in this case ("LWDA Payment"). If the Court awards less than this amount, the difference will be made available for distribution to Aggrieved Employees as part of the Aggrieved Employee PAGA Share.

XIII. How much will the attorneys for Plaintiff get?

Class Counsel and/or Plaintiff will seek approval from the Court for payment of attorneys' fees in an amount up to one-third (1/3) of the Gross Settlement Amount (currently estimated to be \$183,333.33), plus costs not to exceed \$30,000. These amounts, if approved by the Court, will be deducted from the Gross Settlement Amount.

XIV. Who is the Settlement Administrator?

The Settlement Administrator is an independent third party appointed by the Court to send this notice, process and issue Individual Settlement Payments and Aggrieved Employee Payments, and otherwise administer the settlement. It is estimated that it will cost approximately \$15,000 for the Settlement Administrator to fully administer the settlement. The Court has approved _____ to be the Settlement Administrator in this case. You may contact the Settlement Administrator to provide updated contact information, make corrections regarding your employment information at the Company, or ask questions regarding the processing of settlement payments. **It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your settlement payment.** You may contact the Settlement Administrator at:

Cruz/Air Industries Company Settlement Administrator
c/o _____

FAX NUMBER: _____
EMAIL: _____

XV. When will the Court consider whether to finally approve the Settlement?

The Court will hold a Final Approval/Settlement Fairness Hearing in Department CX101 of the Orange County Superior Court, located at 700 W. Civic Center Drive, Santa Ana, CA 92701 on _____, to decide whether to finally approve the settlement as fair, reasonable, and adequate. At that time, the Court also will be asked to approve Plaintiff's Attorneys' request for attorneys' fees and reimbursement of costs, and the Class Representative Enhancement Payment. The hearing may be postponed without further notice to the Class. If the Settlement is not approved, the lawsuit will continue to be prepared for trial or other judicial resolution. You are **not** required to attend the hearing, although any Settlement Class Members is welcome to attend the hearing.

The Court's final judgment will be posted on the Settlement Administrator's website (<http://www.occourts.org>).

Questions? You can contact the Settlement Administrator or Plaintiff's Attorneys at the numbers listed above. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701, during regular court hours, or by going to this website <https://civilwebshopping.occourts.org/Login.do> and enter the case number "01202173".

DO NOT TELEPHONE THE COURT REGARDING THE SETTLEMENT OR THE SETTLEMENT ADMINISTRATION PROCESS.

ALLOCATION FORM

CRUZ V. SPS TECHNOLOGIES, LLC dba AIR INDUSTRIES COMPANY

Orange County Superior Court Case No. 30-2021-01202173-CU-OE-CJC

You do NOT have to mail this Allocation Form to get your Individual Settlement Payment

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

(I) Please type or print your name:

(First, Middle, Last)

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

Former Names (if any)

New Street Address

City

State

Zip Code

(III) Information Used to Calculate Your Individual Settlement Payment and Aggrieved Employee Payment:

According to Air Industry Company's records ("Air Industry"):

You were employed by Air Industry and worked a total of workweeks during the time period between September 20, 2019 and [PRELIMINARY APPROVAL].

Based on the above, your Individual Settlement Payment is estimated to be \$ and Aggrieved Employee Payment is estimated to be \$.

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

If you dispute the above information from Air Industry's records, Air Industry's records will control unless you are able to provide documentation that establishes that Air Industry's records are mistaken. If there is a dispute about whether Air Industry's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator as described in the "Notice of Class Action and PAGA Settlement" that accompanies this Form. The Settlement Administrator will render all final decisions on disputes.

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

**SUBMIT THIS FORM ONLY IF YOU WISH TO BE EXCLUDED FROM PARTICIPATING IN THE CLASS
ACTION SETTLEMENT**

Please note: Any person who submits this form will not receive an Individual Settlement Payment.

Dated: _____ Signature: _____

Cruz v. SPS Technologies, LLC dba Air Industries Company,
 Administrator Name
 c/o

OBJECTION FORM

CRUZ V. SPS TECHNOLOGIES, LLC dba AIR INDUSTRIES COMPANY
Orange County Superior Court Case No. 30-2021-01202173-CU-OE-CJC

**COMPLETE THIS FORM ONLY IF YOU WISH TO OBJECT TO THE
CLASS ACTION SETTLEMENT**

In order for you to object to the Class Action Settlement entitled *Cruz v. SPS Technologies, LLC dba Air Industries Company*, you must complete all steps listed in 1-5 below. You are not required to appear in Court in order to object to the Settlement. However, if you are planning on appearing in Court, please circle "yes" in Section 3 below. If you are planning on appearing in Court, you still must complete all steps listed in 1-5 below in order to object to the Settlement.

1. Provide the following information:

Your Name (Please Print): _____

(First)

(Middle)

(Last)

Your Address: _____

Last 4 Digits of your Social Security Number: _____

2. Describe the reasons for your objection to the Settlement (please attach additional documents if you need more space): _____

3. Do you intend to appear in Court at the Final Fairness Hearing, currently scheduled for [ADD DATE AND TIME].

Circle One: Yes

No

You are not required to retain an attorney to object. However, if you are represented by an attorney, provide the name of your attorney and the attorney's phone number _____

4. Date and sign this form below:

Dated: _____

Signature: _____

5. COMPLETE AND MAIL THIS FORM TO THE SETTLEMENT ADMINISTRATOR AT THE ADDRESS BELOW SO THAT IT IS POST-MARKED NO LATER THAN SEPTEMBER 1, 2021.

Cruz v. SPS Technologies, LLC dba Air Industries Company.

Administrator Name

c/o _____

