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7 SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 COUNTY OF ALAMEDA
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10
11 JUAN HERRADA, on behalf of himself
and others similarly situated and the
12 general public,

13 Plaintiff,

14 vs.

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16 McWANE, INC. dba AB&I FOUNDRY
and DOES 1 through 500; inclusive,

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18 Defendants.
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Case No. RG21103064

CLASS ACTION - COMPLEX

[Assigned for All Purposes to the Hon.
Evelio Grillo-Dept. 21]

**EXHIBIT "A" TO THE SUPPLEMENTAL
DECLARATION OF ARLO URIARTE IN
SUPPORT OF PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT, CONDITIONAL
CERTIFICATION OF SETTLEMENT
CLASS, AND APPROVAL OF NOTICE
PROCEDURES**

Hearing Date: July 6, 2022
Hearing Time: 10:00 A.M.
Dept.: 21
Action Filed: June 23, 2021

1 I, Arlo Garcia Uriarte, declare as follows:

2 1. I am an attorney licensed to practice in all courts for the State of California. I am
3 the founding and managing attorney for the law firm Liberation Law Group, P.C. (“LLG” or
4 “our Firm”). We are the attorneys of record for Plaintiff Juan Herrada (hereinafter “Plaintiff”).
5 The information contained herein is based on my personal knowledge and/or belief. If called to
6 testify to this information under oath, I could and would do so competently.

7 2. The Court entered a tentative ruling in response to Plaintiff’s motion for
8 Preliminary Approval of Class Action Settlement on May 24, 2022, identifying two issues of
9 concerns having to do with: (1) the Release of the LWDA’s Claims; and (2) the Residual
10 Beneficiary.

11 3. More specifically, regarding the first point relating to the Release, the Court
12 stated that “[t]he parties might want to amend [the] Agreement para[graph] 12 to add a release
13 of the LWDA’s claims” because “[t]he [A]greement at para[graph] 22 states that the claims
14 pursuant to PAGA are settled, but there is no express release of the LWDA’s claims.” The
15 Parties heed the Court’s suggestion and have made the recommended adjustment. *See*,
16 Amendment to Stipulation of Settlement (hereinafter “Amendment”) ¶ 1, which is attached as
17 Exhibit “A” to this declaration.

18 4. Regarding the second point relating to the Residual Beneficiary, the Court
19 instructed the Parties to “identify (rather than suggest) a residual beneficiary consistent with
20 CCP 384.” The Parties have also made this change. *See*, Amendment ¶ 2.

21 5. Furthermore, regarding the second point, the Court stated “[c]ounsel must
22 provide a declaration of counsel that includes the information required by CCP 382.4.” CCP §
23 382.4 states counsel must “notify the court if the attorney has a connection to or a relationship
24 with a nonparty recipient of the distribution [*i.e.*, the *cy pres* recipient] that could reasonably
25 create the appearance of impropriety as between the selection of the recipient of the money or
26 thing of value and the interests of the class.” Plaintiff’s counsel has no such connection or
27 relationship with the selected *cy pres* recipient, La Raza Centro Legal, as explained below.

28 6. I, Arlo Uriarte, along with the other members of LLG, have no direct, working

1 relationship with La Raza Centro Legal. We are not involved whatsoever in the organization’s
2 operations. We do not make decisions on their behalf, nor do we provide any advice or guidance
3 regarding their decision-making processes. Furthermore, we have no economic stake in the
4 organization. We have not invested any money, nor do we receive any money whatsoever from
5 La Raza Centro Legal.

6 7. The only relationship that exists between LLG and La Raza Centro Legal is that
7 the organization periodically refers cases to our Firm; we sometimes accept these referrals but
8 often do not. Honestly, I do not remember the last case we have retained that they referred.
9 Also, we sometimes give free advice when we get calls with inquiries from their office; again,
10 this is sporadic, and I cannot say we get more than two or three calls of this nature per year.

11 8. Moreover, I emphasize that La Raza Centro Legal is a worthy *cy pres* here per
12 California law. California Code of Civil Procedure section 384 states that it is “the policy of the
13 State of California to ensure that the unpaid cash residue and unclaimed or abandoned funds in
14 class action litigation are distributed ... in a manner designed either to further the purposes of
15 the underlying class action or causes of action, or to promote justice for all Californians.”

16 9. Courts “frequently apply [the *cy pres* doctrine] in the settlement of class
17 actions... (citations omitted). Used in lieu of direct distribution of damages to silent class
18 members, this alternative allows for aggregate calculation of damages, the use of summary
19 claim procedures, and distribution of unclaimed funds to indirectly benefit the entire class
20 (citations omitted). To ensure that the settlement retains some connection to the plaintiff class
21 and the underlying claims, however, a *cy pres* award must qualify as ‘the next best distribution’
22 to giving the funds directly to class members (citations omitted).” *Dennis v. Kellogg Co.*, 697
23 F.3d 858, 865 (9th Cir. 2012). Additionally, there should be a “driving nexus between the
24 plaintiff class and the *cy pres* beneficiar[y] (citations omitted). A *cy pres* award must be guided
25 by (1) the objectives of the underlying statute(s) and (2) the interests of the silent class members
26 and must not benefit a group too remote from the plaintiff class (citations omitted).” *Id.*

27 10. Plaintiff submits that La Raza Centro Legal fulfills these requirements. The
28 organization’s mission statement is as follows: “La Raza Centro Legal is a community-based

1 legal organization dedicated to empowering Latino, immigrant and low-income communities of
2 San Francisco to advocate for their civil and human rights. We combine legal services and
3 advocacy to build grassroots power and alliances towards creating a movement for a just
4 society.” See, <https://lrcl.org/who-we-are/mission-values>. There is a driving nexus between the
5 Settlement Class at hand and La Raza Centro Legal because the Settlement Class consists of
6 low- wage, hourly workers who were allegedly deprived of their wage and hour rights by
7 Defendant. La Raza Centro Legal helps workers just like these fight for justice.

8 **AUTHENTICATION OF EXHIBITS**

9 11. Attached hereto and marked as **Exhibit “A”** is a true and correct copy of the
10 Amendment to the Joint Stipulation of Class Action Settlement.

11
12 I declare under penalty of perjury under the laws of California that the foregoing is true
13 and correct. Executed on this 22nd day of June 2022, in in San Francisco, California.

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17 Arlo Garcia Uriarte
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
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JUAN HERRADA, on behalf of himself
and others similarly situated and the
general public,

Plaintiff,

vs.

McWANE, INC. dba AB&I FOUNDRY
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Defendants.

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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

Juan Herrada, on behalf of himself and others
similarly situated and the general public,

Plaintiff,

vs,

McWANE, INC. dba AB&I FOUNDRY and
DOES 1 through 500; inclusive,

Defendants.

Case No. RG21103064

[Assigned for all purposes to the Hon. Evelio
M. Grillo]

AMENDMENT TO JOINT
STIPULATION OF CLASS ACTION
SETTLEMENT

Complaint Filed: June 23, 2021

1 This Amendment to the Joint Stipulation of Settlement and Release (“Stipulation of
2 Settlement” or “Settlement”) is between Plaintiff Juan Herrada, individually and on behalf of all
3 others similarly situated (“Plaintiff” or “Class Representative”), and Defendant McWane, Inc.
4 dba AB&I Foundry (“Defendants”) (collectively, the “Parties”). The Parties hereby stipulate and
5 agree as follows:

6 **RECITALS**

7 1. WHEREAS, the Parties entered into the Stipulation of Settlement in May 2022.

8 2. WHEREAS, Plaintiff submitted his motion for Preliminary Approval of Class
9 Action Settlement on May 10, 2022.

10 3. WHEREAS, the Court entered a tentative ruling in response to Plaintiff’s motion
11 for Preliminary Approval of Class Action Settlement on May 24, 2022, identifying two issues of
12 concerns regarding: (1) the Release of the LWDA’s Claims; and (2) the Residual Beneficiary.

13 4. WHEREAS, the Court continued the hearing on Preliminary Approval of Class
14 Action Settlement to July 6, 2022, at 10:00 AM in Department 21 of the Rene C. Davidson
15 Courthouse located in Oakland, CA, and asked the Parties to file a memoranda, potentially with
16 an amended settlement agreement, at least 5 court days before the hearing.

17 5. WHEREAS, the Parties have met and conferred on the issues raised by the Court
18 and have agreed to amend the Stipulation of Settlement so that it comports with the Court’s
19 guidance.

20 6. NOW THEREFORE, the Parties stipulate and agree to the following Amendment
21 to the Agreement:

22 **AMENDMENT TO STIPULATION OF SETTLEMENT**

23 **1. Paragraph 12(k)(ii) of the Stipulation of Settlement shall now read as follows:**

24 **“Settlement Class Member Release:** The claims released by Settlement Class Members, other
25 than those who submit requests for exclusion (“Settled Claims”), are all claims, rights, demands,
26 liabilities, and causes of action arising from, or related to, the same set of operative facts as those
27 set for in Plaintiff’s Class Action Complaint for this Action. The Settled Claims are those that
28 accrued during the Class Period. The Settled Claims expressly include claims held by the Labor

1 and Workforce Development Agency (“LWDA”) under the Private Attorneys General Act of
2 2004, Cal. Lab. Code §§ 2698 et seq., (“PAGA) which were directly brought by Plaintiff in his
3 Class Action Complaint for this Action, plus any related PAGA claims stemming from the same
4 set of operative facts as those set for by Plaintiff in his Class Action Complaint for this Action.”

5 **2. Paragraph 12(e)(iii) of the Stipulation of Settlement shall now read as follows:**

6 “Unnegotiated Checks: If total unnegotiated funds equal ten percent or more of the Net Settlement
7 Amount, the Settlement Administrator shall re-distribute those funds to Settlement Class
8 Members who did negotiate their checks also on a pro rata basis. If total unnegotiated funds equal
9 less than ten percent of the Net Settlement Amount, then the outstanding amount shall be awarded
10 to a Court-approved *cy pres* recipient consistent with the requirements of Code of Civil Procedure
11 § 384. The Parties select LA RAZA CENTRO LEGAL as a worthy and appropriate *cy pres*
12 recipient. See, <https://lrcl.org/legal-services/workers-rights-program/>.”

13
14 **IT IS SO STIPULATED.**

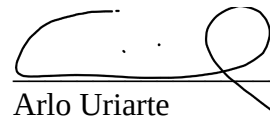
15 IN WITNESS WHEREOF, the Parties hereto have caused this Stipulation to be executed,
16 by their duly authorized attorneys.

17
18
19 DATED: June 21, 2022



Monte K. Grix
Margeaux Pelusi
Hirschfeld Kraemer LLP
Counsel for Defendant

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23
24 DATED: June 22, 2022



Arlo Uriarte
Liberation Law Group, P.C.
Counsel for Plaintiff