

1 Arlo Garcia Uriarte, SBN 231764
2 LIBERATION LAW GROUP, P.C.
3 2760 Mission Street
4 San Francisco, CA 94110
5 Telephone: (415) 695-1000
6 Facsimile: (415) 695-1006
7 **Attorneys for Plaintiff Herrada**

8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
SUPERIOR COURT OF THE STATE OF CALIFORNIA
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

CLASS ACTION - COMPLEX

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

**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: May 25, 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. Plaintiff sought our Firm’s assistance because he complained of pervasive wage
8 and hour issues while working for Defendant McWane, Inc. dba AB&I Foundry (“Defendant”).
9 As discussed below, Plaintiff, with the help of our Firm, substantially investigated his putative
10 class wage and hour claims and eventually made the decision to file a lawsuit in June of 2021.
11 The due diligence performed before filing the lawsuit included an initial intake of Plaintiff, a
12 more detailed follow-up intake of Plaintiff, and detailed interviews of several potential
13 witnesses (both ex-employees and current employees of Defendants). Records provided by
14 Defendant revealed that Plaintiff worked for Defendant first from 2006 to 2009 and later from
15 2014 until April 2021. Plaintiff held different positions for Defendant throughout his
16 employment tenures; his last job was as an apprentice in the mechanical department where he
17 repaired and maintained various machinery found in the Foundry.

18 3. In or around November 2021, I met and conferred with counsel for Defendant.
19 The idea of an early mediation (prior to formal discovery) was discussed. We agreed that this
20 was a desirable approach in the interest of cost-saving efficiency. However, I informed
21 counsel for Defendant that Plaintiff would only agree to early mediation if Defendant would be
22 willing to provide key information, well in advance of the mediation, so that Plaintiff could
23 negotiate from a position of strength and knowledge. Counsel for Defendant complied with this
24 request and provided the information listed below.

25 4. In advance of mediation, Defendant provided the following to Plaintiff: (1)
26 anonymized putative class member timesheets; (2) a corresponding summary of payroll records;
27 (3) a putative class list with names and contact information pursuant to the Protective Order
28 entered in this case and pursuant to the Court’s Order of February 8, 2022; (4) an employment

1 handbook and the two CBA agreements applicable to the period of June 23, 2017, through the
2 date of the mediation; and (5) numerical data regarding the size of the class (291) and the
3 number of workweeks worked by the putative class members from June 23, 2017, forward
4 (33,411 aggregate workweeks).

5 5. Mediation took place with Mr. Jeffrey A. Ross on March 9, 2022. In my
6 experience, Mr. Ross is a very well-regarded mediator with significant employment law class
7 and representative action experience. The Parties conducted arms-length negotiations for an
8 entire day under Mr. Ross' guidance.

9 6. In my view, considering my knowledge and experience, I am confident that this
10 proposed settlement is fair, reasonable, and adequate. I strongly believe that this settlement is in
11 the best interests of putative class members, considering the realities that would be faced by
12 further litigation.

13 7. For this proposed settlement, we requested bids from three, reputable settlement
14 administrators: CPT Group, Inc., Simpluris, Inc, and ILYM Group, Inc. My Firm provided key
15 information to these companies so that they could formulate bids, including: (1) the
16 approximate length of the notice form; (2) the estimated number of SCM; (3) the need to
17 establish and manage a settlement website where SCM could download key pleadings like the
18 Complaint and all filed settlement approval papers free of charge; and (4) the fact that
19 settlement administration would require a mailing of the notice form in both English and
20 Spanish (translation required) by first class United States mail (including skip tracing and re-
21 mailings of undeliverable notices) and one round of checks (potentially two). Simpluris, Inc.'s
22 bid was the most competitive. Simpluris, Inc. will charge \$4,000 if only one distribution is
23 required, and it will charge \$7,500 if two distributions are required.

24 8. My Firm has worked with Simpluris, Inc. and CPT Group, Inc. numerous times
25 on cases just like this one. We find their work to be satisfactory. Despite this history, neither
26 myself nor my Firm have any financial interest in either company; similarly, we are not at all
27 involved in their operations. I find Simpluris' bid here reasonable, considering the work
28 required and the amount of class members involved. I am confident that Simpluris, Inc. can

adequately serve as settlement administrator.

9. I am of the opinion, based on my experience, that the risks associated with further litigation here are substantial. I list some of those substantial risks in Plaintiff's moving papers.

10. My Firm has worked closely with counsel for Defendant, post-mediation, to craft the long-form settlement agreement (attached as Exhibit "A" hereto). Mr. Ross was even involved in the process when disagreement occurred. I have endeavored to ensure that the Agreement treats all SCM fairly.

11. Counsel for Defendant explained to me that in the late 1990s, Defendant elected to stop using timeclocks; in Defendant's view, this was largely meant to symbolize open communications, trust, and integrity between the company and its employees. In turn, instead of tracking each minute worked, Defendant elected to credit employees with their assigned shift hours, whether they arrive late, leave early, or take extra meal/rest period time. Departmental supervisors were tasked with verifying that employees were paid properly.

12. Pre-mediation, my Firm endeavored to interview as many putative class members as possible and sought to secure declarations from them in support of Plaintiff's lawsuit. My Firm interviewed dozens of Defendant's current or former employees. We secured declarations from eight of them, and they were very helpful during mediation. Unfortunately, we learned during mediation that Defendant secured declarations from fifty-one employees.

13. A review of records provided by Defendant show that the putative class consist of both union and non-union employees. Union employees represent about eighty-seven percent of SCM. Union employees work in seventeen different Foundry departments, each with unique practices that have developed in response to the specific work performed, and with numerous different supervisors.

14. I am of the opinion that further litigation here would be extremely risky and may not result in better outcomes for putative class members. Here are some of the likely risks: (1) the Court could refuse class certification entirely; (2) the Court could refuse to certify Plaintiff's ancillary claims due to the "good faith dispute" defense, significantly reducing any potential

1 damages; (3) if Plaintiff attains certification in whole or in part, Defendant may attain
2 decertification after post-certification discovery or if Plaintiff is unable to arrive at a convincing
3 class trial plan; (4) even if Plaintiff achieves and maintains class certification and later succeeds
4 at trial, Defendant could successfully appeal any judgment attained by Plaintiff; and (5) further
5 progression of this case would lead to increased expenses and hours worked by my Firm and
6 such increases would reduce future recoveries and not necessarily lead to increased gains.

7 15. Our Firm performed a damages analysis prior to the mediations using the
8 informal discovery information provided by Defendants and the critical information gathered
9 during numerous interviews with SCM. As previously stated, our Firm interviewed dozens of
10 putative class members prior to mediation. Certain interviewees declined to sign declarations
11 because of their status as current employees. Despite this, we asked each interviewee for an
12 estimate regarding how many off-the-clock minutes he or she worked per shift. We then took an
13 average of those estimates, and it equaled 23.159 unpaid minutes per shift.

14 16. As part of the pre-mediation information we received, we learned the common
15 shift lengths worked by putative class members. The common shifts were either 8-hour shifts,
16 five times per week or 10-hour shifts four times per week. We also learned that about sixty-two
17 percent of SCM worked 8-hour shifts while the remaining thirty-eight percent worked 10-hour
18 shifts.

19 17. Our Firm required that Plaintiff sign a letter listing his obligations and
20 responsibilities as a class representative and stating that he understands his obligations and
21 responsibilities as a class representative. He knows that taking a position antagonistic to the
22 interests of the putative class is forbidden, and has actively avoided doing so in my view.
23 Plaintiff has dedicated his time and effort in effectively representing the interests of the putative
24 class.

25 18. My qualifications are as follows: I graduated from the University of San
26 Francisco with a Bachelor's degree in Public Administration on the Dean's list. I graduated
27 from the University of San Francisco School of Law in 2003, though I started law school in
28 1996. When my son was born, in the winter of 1999, I decided to stop law school for 3 years, to

1 concentrate on being with my newborn son. I then returned to USF law school for the final year
2 of units and obtained my J.D. degree. I obtained my license to practice law in 2004. Prior to
3 becoming an attorney and since 1992, I was a legal assistant working for San Francisco/Bay
4 Area law firms and an in-house legal department. Since 2004, I have focused on employment
5 law litigation. Aside from employment law, currently about 5% of my practice consists of
6 personal injury cases. My hourly rate is \$600.

7 19. Prior to starting LLG, *i.e.*, between 2004 and 2007, I worked for the Law Offices
8 of Vaughan de Kirby, P.C., a law firm in the Richmond District of San Francisco where I
9 eventually became the managing attorney for its employment law practice. After the
10 employment law case load grew, Mr. de Kirby was gracious enough to assist me in starting
11 Liberation Law Group, P.C. in the Mission District of San Francisco. Mr. de Kirby and I agreed
12 that a law firm in the Mission District would be better located to serve the immigrant and hourly
13 wage worker communities of the Bay Area.

14 20. LLG was founded in 2007. LLG works primarily with hourly wage workers from
15 the entire Bay Area. Our clients come from mostly immigrant backgrounds and serve as the
16 backbone of many industries, shouldering the load of backbreaking work but arguably without
17 wages commensurate with the value of their services. What is worse though, our clients find
18 that their wages and hours are not always properly compensated, and that they are being
19 underpaid through creative payroll and timekeeping schemes designed by even the largest of
20 employers.

21 21. I have handled many wage and hour class actions. I have been approved by
22 courts as class counsel in matters which include but are not limited to:

- 23 • *Concepcion v. DFS Group, L.P.*, case no. CGC-15-548698 (San Francisco Superior
24 Court) \$1,575,000 total settlement fund; 760 settlement class members; wage and hour
25 class action mostly about unpaid meal and rest period premiums with an unpaid wages
26 element as well.

- *Jakosalem v. Air Serv Corporation* (U.S. District Court, Northern District of California Case No. 3:13-cv-05944-SI (unpaid minimum wage, overtime, and failure to provide meal and rest periods; class action settlement achieved and approved by the court);
- *Mul-May v. The Slanted Door, Inc.*, San Francisco County Case No. CGC-13-535967 (allegations of meal and rest period violations and unpaid gratuities);
- *Mungia v. Liz Palacios Designs, Inc.*, San Francisco County Case No. CGC-06-455942, (unpaid minimum and overtime wages, meal and rest period violations, and unpaid expenses, settlement achieved and approved);
- *Keo v. North Coast Couriers Inc.*, Alameda County Case No. RG06251806 (independent contractor misclassification of courier drivers, settlement achieved and approved);
- *Navarro v. Servisair*, United States District Court Case No. CV-08-2716-MHP (non-payment of wages and rest break violations, settlement achieved and approved);
- *Chavez v. J.R. Produce; Chavez v. UPG*, San Mateo County Case No. 474121 & 515853 (off-the-clock work, meal and rest breaks and failure to reimburse uniform expenses; fraudulent transfer);
- *Bonilla v. Café de la Presse*, San Francisco Superior Court Case No. CGC-11-511482 (meal periods, rest breaks and gratuities, settlement achieved and approved);
- *Chavez v United Prosperity Group*, San Mateo Superior Court Case No. 515853 (trial on successor liability; fraudulent transfer action for the class claims and judgment);
- *Gutierrez v. HWA May Market, Inc.*, San Francisco Superior Court Case No. CGC-13-535590 (wage and hour class action, settlement achieved and approved by the court);
- *Espinoza v. Pleasanton Car Wash Inc.*, Alameda Superior Court Case No. RG14750671 (wage and hour class action, settlement achieved and approved by the court);
- *Cruz v. Prospect Air*, San Francisco County Case No. CGC-15-547490 (wage and hour class action case including unpaid wages, overtime, and unpaid meal and rest period premiums, a settlement has been preliminarily approved);

- *Carillo v. T-Lish II LLC*, San Francisco Superior Court Case No. CGC 15-546096 (meal and rest period class action, settlement achieved and approved); and,
- *Perez v Foam Distributors Inc.*, Alameda Superior Court Case No. RG15772012 (rounding unpaid wages, meal and rest break claims settled and approved).

22. Our Firm's attorneys must be extremely familiar and knowledgeable with wage and hour laws, litigation practices, case law, policy, statutory construction, employer practices, employee needs, employee working conditions, and more. With our learned knowledge, we must strategize which cases to settle pre-litigation or post-litigation, which to mediate, and which cases to take to trial. Our staff members, or non-attorney staff, are trained and individually supervised by either me or another attorney. Our firm has litigated several actions against airlines or airport related companies. The experience in this type of litigation serves our firm well because it gives context and historical knowledge as to relevant common practices and recordkeeping.

23. LLG often works with non-English speaking plaintiffs and communicates fluently in Tagalog (Philippines) and Spanish. We pride ourselves in breaking through language barriers in order to advocate for immigrants who are often intimidated by the breadth of legal proceedings in this country. In this case, Plaintiffs speak English as a second language, as do many airport workers in California; therefore, LLG's ability to communicate in multiple languages plays a critical role in understanding the claims at issue and helping Plaintiffs attain justice. Furthermore, LLG has litigated several class actions against airlines or airport related companies like this instant action. As a result, LLG is familiar with the wage and hour practices of these entities and catches violations that may be difficult to see on first glance.

24. I have served as an adjunct professor at the University of San Francisco School of Law where I am involved with the employment law clinic since 2009. I have handled the wage and hour component of the clinic. The law clinic recently awarded me with an advocacy award for my services with the law clinic.

25. I have been a member of the California Employment Lawyers Association since 2005. I have attended many of their seminars and have presented on the topics of the Private

1 Attorney General Act, Labor Code §2699; small law firm marketing and management; and
2 Independent Contractor Misclassification. I presented at this year's annual conference with
3 CELA on the topic of Class Action litigation.

4 26. Our have handled many individual wage and hour cases where attorney fees
5 were awarded after a fee application. These individual cases involved statutory violations, i.e.,
6 overtime, failure to pay wages, that entitled the prevailing party to recover attorney fees. For
7 example, in *Gonzalez, et al. v. AE Auto Enterprises, Inc.*, Alameda County Case No.
8 HG07319942, not only was the fee request approved, an enhancement of the fee request was
9 granted. Also, in *Orsonal v Somporn*, San Mateo County Case No. CIV526733, judgment was
10 achieved (2016) and fee enhancement was awarded.

11 27. I, together with the attorneys and staff I manage, have represented over 1,000
12 individual wage and hour clients. The cases we handle are primarily taken on a contingency
13 basis. Some cases are adjudicated before the Labor Commissioner, but most cases are filed in
14 the Superior Courts because there we can obtain broader remedies for our clients. For example,
15 the Labor Commissioner does not award damages for wage statement violations, nor does it
16 award attorney fees, or allow recoveries for a full four-year statute of limitations. This case, like
17 all of our wage and hour class action cases, undertaken on pure contingency. Plaintiffs are not
18 asked or required to pay LLG any money unless there is a recovery on their behalf. Our Firm's
19 standard contingency fee agreement calls for a 33.33% fee of the total recovery, if the matter
20 does not go to trial, and 40% if the matter goes to trial.

21 28. Regarding the instant action, I am not aware of any conflict of interest, or with
22 any other issues, that would render LLG, myself, or any LLG attorney or staff member unable
23 to adequately represent the interest of the named Plaintiffs and the Settlement Class.

24 29. On the contrary, our Firm strongly believes in the vigorous prosecution of our
25 cases, including this case, for the best interest of our clients, and any relevant classes or
26 subclasses.

27 30. LLG and its attorneys often put aside our own financial interests and continue
28 prosecuting many worthwhile, without any chance of recovering monetary awards, cases

1 because justice so requires. Sometimes, violating defendants untruthfully plead poverty, and try
2 many techniques to evade the responsibility of providing redress to our clients. Many
3 defendants evade payment of judgments that have been entered against them. Others file
4 bankruptcy after our filing a complaint, during discovery, or after a judgment or award has been
5 entered against them. Despite these realities, we continue to prosecute cases for justice, truth,
6 and for the well-being of employees.

7 **AUTHENTICATION OF EXHIBITS**

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

10 32. Attached hereto and marked as **Exhibit “B”** is a true and correct copy of the
11 Notice Form agreed upon by the Parties.

12 33. Attached hereto and marked as **Exhibit “C”** is a true and correct copy of the
13 Declaration of Michael Lowe.

14
15 I declare under penalty of perjury under the laws of California that the foregoing is true
16 and correct. Executed on this 10th day of May 2022, in in San Francisco, California.

17
18 

19 _____
20 Arlo Garcia Uriarte
21
22
23
24
25
26
27
28

Arlo Garcia Uriarte, SBN 231764
LIBERATION LAW GROUP, P.C.
2760 Mission Street
San Francisco, CA 94110
Telephone: (415) 695-1000
Facsimile: (415) 695-1006
Attorneys for Plaintiff Herrada

SUPERIOR COURT OF THE STATE OF CALIFORNIA
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

CLASS ACTION - COMPLEX

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

**EXHIBIT "A" TO THE DECLARATION
OF ARLO URIARTE – JOINT
STIPULATION OF CLASS ACTION
SETTLEMENT**

Hearing Date: May 25, 2022
Hearing Time: 10:00 A.M.
Dept.: 21
Action Filed: June 23, 2021

Arlo García Uriarte, SBN 231764
LIBERATION LAW GROUP, P.C.
2760 Mission Street
San Francisco, CA 94110
Telephone: (415) 695-1000
Facsimile: (415) 695-1006
Attorneys for Plaintiff
JUAN HERRADA

FELICIA R. REID (SBN 155481)
freid@hkemploymentlaw.com
MONTE GRIX (SBN 241050)
mgrix@hkemploymentlaw.com
MARCEAUX M. PELUSI (SBN 298724)
mpelusi@hkemploymentlaw.com
HIRSCHFELD KRAEMER LLP
456 Montgomery Street, Suite 2200
San Francisco, CA 94104-1255
Telephone: (415) 835-9000
Facsimile: (415) 834-0443
Attorneys for Defendant
McWANE, INC. dba AB&I FOUNDRY

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]

**JOINT STIPULATION OF CLASS
ACTION SETTLEMENT**

Complaint Filed: June 23, 2021

1 This Joint Stipulation of Settlement and Release (“Stipulation of Settlement” or
2 “Settlement”) is made and entered into by and between Plaintiff Juan Herrada, individually and
3 on behalf of all others similarly situated (“Plaintiff” or “Class Representative”), and Defendant
4 McWane, Inc. dba AB&I Foundry (“Defendant”). Subject to the terms and conditions hereof and
5 the approval of the Court, this Settlement shall be binding on Plaintiff and those persons he
6 represents and on Defendant and their present and former parent companies, shareholders,
7 officers, directors, employees, agents, attorneys, insurers, successors, and assigns.

8 **PLAINTIFF AND DEFENDANT STIPULATE AND AGREE** as follows:

9 1. Plaintiff and Defendant are collectively referred to herein collectively as the “Parties” and
10 individually as the “Party.”

11 2. On June 23, 2021, Plaintiff filed a Class Action Complaint (the “Complaint”) in Alameda
12 County Superior Court, Case No. RG21103064, captioned *Herrada v. McWane, Inc., et al.*,
13 alleging several wage and hour violations (“the Action”). The Complaint includes claims for
14 unpaid wages, unpaid overtime compensation, meal period violations, rest period violations, wage
15 statement violations, waiting time penalties, civil penalties under the Private Attorneys General
16 Act of 2004, Labor Code section 2698 et seq. (“PAGA”), and unfair competition under section
17 17200 of the Business and Professions Code (the “Class Claims”).

18 3. Beginning in or around August 2021, the Parties met and conferred regarding Plaintiff’s
19 claims, ADR possibilities, and discovery. The Parties agreed that mediation sooner rather than
20 later was a desirable option to potentially resolve the dispute. Plaintiff would only agree to
21 mediation early in the litigation if Defendant would provide key documents and information prior
22 to the mediation whether through formal discovery or an informal information exchange.
23 Defendant was amenable to this approach, and the Parties agreed that an informal information
24 exchange would be most efficient.

25 4. After negotiations between counsel, Defendant provided the following to Plaintiff prior
26 to mediation: (1) anonymized putative class member timesheets; (2) a corresponding summary of
27 payroll records; (3) a putative class list with names and contact information pursuant to the
28 Protective Order entered in this case and pursuant to the Court’s Order of February 8, 2022; (4)
an employment handbook and the two CBA agreements applicable to the period of June 23, 2017,

1 through the date of the mediation; and (5) numerical data regarding the size of the class and the
2 number of workweeks worked by the putative class members from June 23, 2017 forward.

3 5. Mediation occurred on March 9, 2022, with Jeffrey A. Ross, a highly regarded
4 employment law mediator with considerable experience mediating class action or representative
5 action employment law disputes. Mr. Ross successfully settled the matter on March 9, 2022, and
6 the Parties executed a Memorandum of Understanding the next day.

7 6. For purposes of this settlement only, the Parties stipulate to the following “Settlement
8 Class” definition: “all current and former California non-exempt hourly employees of Defendant
9 who worked at any time from June 23, 2017, through the date of Preliminary Approval.” The time
10 frame referenced here shall be referred to as the “Class Period.” Members of the Settlement Class
11 are also referred to herein as “Settlement Class Members.”

12 7. For purposes of this settlement only, the “PAGA Group” shall be “all current and former
13 California non-exempt hourly employees of Defendant who worked at any time from March 8,
14 2020, through the date of Preliminary Approval. The time frame referenced here shall be referred
15 to as the “PAGA Period.”

16 8. The Parties enter into this Settlement to resolve the dispute that has arisen between them
17 and to avoid the burden, expense and risk of continued litigation. In entering into this Settlement,
18 Defendant does not admit, and specifically denies, any liability or wrongdoing of any kind
19 whatsoever associated with the claims alleged in the Action. With respect to Plaintiff’s claims,
20 Defendant contends, among other things, that it has complied with all applicable state, federal,
21 and local laws; has complied with all regulations or guidelines promulgated pursuant to any
22 statute; has not breached any contract; and has not engaged in any misrepresentation or deception
23 with respect to Plaintiff and/or the Settlement Class. regarding hours worked, unpaid wages,
24 unpaid overtime, unpaid minimum wages, meal and rest periods, record-keeping violations, wage
25 statements, or as to any other claims alleged in the Action or that could have reasonably been
26 alleged based upon the factual allegations of the Complaint.

27 9. It is the intention of the Parties that this Stipulation of Settlement shall constitute a full
28 and complete settlement and release of all Class Claims arising from or related to the allegations
of the Action against Defendant. The Parties acknowledge that this Stipulation of Settlement shall

not be construed as an admission of liability whatsoever by any Party, or by any officers, directors, agents, or employees of Defendant.

10. Counsel for Plaintiff (“Class Counsel”) has conducted a thorough investigation into the facts of this Action, including a review of relevant documents and data, and has diligently pursued an investigation of Plaintiff and Settlement Class Member claims against Defendant. Class Counsel has also been able to interview many of the Settlement Class Members after being provided the putative class list. Based on Class Counsel’s own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement is fair, reasonable, and adequate and is in the best interests of the Settlement Class in light of all known facts and circumstances, including the risk of significant delay, the risk of attaining and maintaining class certification, the risks of demonstrating liability and damages at trial, defenses asserted by Defendant, and numerous potential appellate issues. Defendant and Defendant’s counsel also agree that the Settlement is fair and reasonable in light of the circumstances of the case.

11. The Parties agree to cooperate and to take all steps necessary and appropriate to consummate this Settlement and to dismiss this Action with prejudice after all Settlement sums have been paid out in accordance with this Stipulation of Settlement.

TERMS OF THE SETTLEMENT

12. NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court’s approval, as follows:

- a. Settlement Consideration: Defendant agrees to pay the gross settlement amount of Two Million Dollars and No Cents (\$2,000,000) (“Gross Settlement Amount”) to fully settle all claims alleged in this lawsuit as fully described in the Releases below. [See, Section 12(h)]. The Gross Settlement Amount is non-reversionary and covers the following: (1) individual settlement shares to Settlement Class Members who do not opt-out of the Settlement (“Individual Settlement Payments”); (2) an enhancement payment to Plaintiff for serving as Class Representative (Plaintiff’s “Enhancement Payment”); (3) Class Counsel’s attorneys’ fees and costs; (4) the fees and expenses of the third party administrator of the Settlement, Simpluris, Inc. (the “Settlement Administrator”); and (5)

1 payment of PAGA penalties to be paid to the California Labor and Workforce
2 Development Agency (“LWDA”) and the PAGA Group. The Gross Settlement
3 Amount is exclusive of any employer-side payroll taxes attributable to Defendant
4 as part of the Settlement; in other words, any such employer-side payroll taxes
5 shall be paid by Defendant separately and in addition to the Gross Settlement
6 Amount.

- 7 b. Defendant’s Deadline to provide Gross Settlement Amount to the Settlement
8 Administrator: Defendant shall deposit the Gross Settlement Amount through a
9 one-time deposit in a trust account to be established by the Settlement
10 Administrator, within thirty calendar days of the “Effective Date.” “Effective
11 Date” means either (i) the sixty-first (61st) calendar day after the Court signs an
12 Order granting Final Approval of the Settlement, provided no appeal has been
13 initiated and no motion to vacate has been filed, whether by an absent Settlement
14 Class Member who has timely intervened or moved to vacate the judgment, or by
15 a Party or Class Counsel; or (ii) if such an appeal or motion to vacate is timely
16 initiated, the date of final resolution of that appeal or motion (including any
17 requests for rehearing or appeals, including petitions for certiorari), resulting in
18 final judicial approval of the Settlement.
- 19 c. Defendant will pay the employer’s share of payroll taxes on the wage portion of
20 the Individual Settlement Payments separately, and within five (5) business days
21 of the Effective Date.
- 22 d. Net Settlement Amount: The “Net Settlement Amount” shall be calculated and
23 defined by deducting the following from the Gross Settlement Amount (Defendant
24 agrees not to oppose these deductions which are subject to Court approval): (1)
25 attorney’s fees to Class Counsel of not more than \$666,600 or 33.33% of the Gross
26 Settlement Amount; (2) accrued out-of-pocket costs and expenses associated with
27 Class Counsel’s litigation and settlement of the Action, not to exceed \$15,000
28 (projected costs are approximately \$12,000); (3) an Enhancement Payment to
Plaintiff up to \$5,000; (4) a fee to Simpluris, Inc. up to \$10,000; and (5) an

1 \$18,750 payment to the LWDA; the total PAGA allocation is \$25,000, and this
2 \$18,750 payment represents 75% of the PAGA allocation, with the remaining
3 25% of the PAGA allocation, or \$6,250 to be paid to the PAGA Group).

4 e. Settlement Class Member Payments: All Settlement Class Members who do not
5 opt-out of the Settlement will receive a check for their shares of the Net Settlement
6 Amount. This will be a *pro rata* calculation based on Settlement Class Members'
7 workweeks, as defined and discussed below. Distributions to Settlement Class
8 Members will be calculated as follows:

9 i. Workweek Calculations: Defendant will calculate the total number of
10 weeks that each Settlement Class Member ("Individual Workweeks") and
11 all Settlement Class Members ("Class Workweeks") worked during the
12 Settlement Class Period (the "Settlement Class Period" shall mean and
13 refer to the period of June 23, 2017, through the date the Court grants
14 Plaintiff's Motion for Preliminary Approval of this Settlement). Any
15 fraction of a workweek actually worked will be rounded up to a full
16 Individual Workweek and Class Workweek. All Settlement Class
17 Members will be credited with no less than one Individual Workweek.

18 ii. Individual Settlement Payment Calculations: To determine each
19 Settlement Class Member's Individual Settlement Payment, the Claims
20 Administrator will use the following formula: "Individual Workweeks (as
21 a percentage of total workweeks by all Settlement Class Members during
22 the Class Period) x Net Settlement Amount." Individual Settlement
23 Payments will be reduced by any required deductions, including employee-
24 side tax withholdings.

25 iii. Unnegotiated Checks: If total unnegotiated funds equal ten percent or more
26 of the Net Settlement Amount, the Settlement Administrator shall re-
27 distribute those funds to Settlement Class Members who did negotiate their
28 checks also on a *pro rata* basis. If total unnegotiated funds equal less than
ten percent of the Net Settlement Amount, then the outstanding amount

1 shall be awarded to a Court-approved *cy pres* recipient consistent with the
2 requirements of Code of Civil Procedure § 384. The Parties recommend
3 LA RAZA CENTRO LEGAL as a worthy and appropriate *cy pres*
4 recipient. See <https://lrcl.org/legal-services/workers-rights-program/>.

5 iv. Tax Allocation for Individual Settlement Payments: All Individual
6 Settlement Payments will be allocated as follows: 33.33% of each
7 Individual Settlement Payment shall be allocated to settlement of wage
8 claims and subject to legally required employee tax withholdings and
9 66.67% of each Individual Settlement Payment shall be allocated to
10 settlement of claims for interest and statutory penalties and not subject to
11 deductions or withholdings. The portion allocated to wages will be
12 reported on an IRS Form W-2 and the portion allocated to interest and
13 penalties will be reported on an IRS Form 1099 by the Settlement
14 Administrator. The Settlement Administrator will also be responsible for
15 forwarding all payroll taxes and statutory penalties to the appropriate
16 government authorities.

17 v. No Credit Toward Benefit Plans: The Individual Settlement Payments
18 made to Settlement Class Members under this Settlement, as well as any
19 other payments made pursuant to this Settlement Agreement, will not be
20 utilized to calculate any additional benefits under any benefit plans to
21 which any Settlement Class Members may be eligible, including, but not
22 limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase
23 plans, vacation plans, sick leave plans, PTO plans, and any other benefit
24 plan. Rather, it is the Parties' intention that this Settlement Agreement will
25 not affect any rights, contributions, or amounts to which any Settlement
26 Class Members may be entitled under any benefit plans.

27 vi. No Tax Advice: Defendant makes no representation as to the tax treatment
28 or legal effect of any payments called for by this Settlement and Class
Counsel, Plaintiff and Settlement Class Members are not relying on any

statement, representation or calculation by Defendant or by the Settlement Administrator in this regard.

vii. Tax Liability: Any tax obligation arising from any payment provided under this Settlement will be the sole responsibility of each person or entity receiving such payment(s). Specifically, taxes on Plaintiff's Enhancement Payment shall be solely the responsibility of the Plaintiff; taxes on awards to Class Counsel for fees and costs shall be solely Class Counsel's responsibility; and each Settlement Class Member is responsible to pay his or her portion of the taxes due upon any Individual Settlement Payment received under this Settlement.

viii. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS

1 NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
2 DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER
3 PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED
4 ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR
5 ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY
6 LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY
7 SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES
8 (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY
9 BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING
10 PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
11 TRANSACTION, INCLUDING ANY TRANSACTION
12 CONTEMPLATED BY THIS AGREEMENT.

13 f. Declaration from Defendant Regarding Wage and Hour Compliance: Defendant
14 shall provide a declaration from a person most knowledgeable regarding the
15 following topics regarding Defendant's compliance with relevant Labor Code and
16 IWC Wage Order Provisions: (1) timing and description of changes made to
17 employee meal and rest period times; (2) timing and description of changes made
18 to Defendant's timekeeping practices (employee work time); (3) timing and
19 description of policies or practices regarding a second meal period or third rest
20 period; (4) in general, and to the extent not already addressed in items (1) through
21 (3), above, whether Defendant has instituted changes to its wage and hour
22 policies/practices since the filing of Plaintiff's lawsuit; and (5) confirmation that
23 Defendant provides meal and rest period premiums when break opportunities are
24 not provided. This declaration shall be submitted as an attachment to Plaintiff's
25 Motion for Preliminary Approval of this Settlement.

26 g. Total Number of Settlement Class Members: Prior to mediation, Defendant
27 represented that there are approximately 291 Settlement Class Members. If that
28 number increases by more than 10 percent during the Settlement Class Period, then
the Gross Settlement Amount to be provided by Defendant will increase on a

proportional basis (for example, if Defendant were to disclose to the Settlement Administrator that there are actually 321 Settlement Class Members, then Defendant would be required to pay \$2,206,185.57 to fund the Settlement instead of \$2,000,000).

h. Right of Settlement Class Members to Object or Request Exclusion: All Settlement Class Members will be mailed a notice of class action settlement, which will provide: (1) information regarding the nature of the Action; (2) a summary of the Settlement's principal terms; (3) the Settlement Class definition; (4) the total number of Individual Workweeks worked by the applicable Settlement Class Member during the Class Period; (5) each Settlement Class Member's estimated Individual Settlement Payment and the formula used for calculating the payment; (6) instructions on how to submit Requests for Exclusion or Notices of Objection; (7) the deadlines by which Settlement Class Members must postmark a request for Exclusions or Notices of Objection; and (8) the claims to be released ("Notice Packets"). Settlement Class Members will have forty-five (45) calendar days from the mailing of the Class Notice within which to postmark an objection to the Settlement or to request exclusion ("opt-out") from the Settlement. Only Settlement Class Members who have not opted out may object. To opt-out, a Settlement Class Member must mail a letter to the Settlement Administrator stating that he or she wants to "opt-out" or be excluded from this lawsuit. In the case of opt-outs mailed to the Settlement Administrator, the postmark date will be the exclusive means to determine whether the opt-out is timely submitted. The Settlement Class Member requesting to opt-out must include his or her name, address, telephone number, and signature on this letter.

i. Process for Objection: To object, a Settlement Class Member must mail a letter to the Settlement Administrator stating that he or she objects to the Settlement. This letter must include the Settlement Class Member's name, address, telephone number, signature, and the reasons for the objection to the Settlement. To the extent Settlement Class Members dispute their employment dates or the number

of their Individual Workweeks on record, Settlement Class Members may produce evidence to the Settlement Administrator showing that such information is inaccurate. The Settlement Administrator will decide the dispute. Defendant's records will be presumed correct, but the Settlement Administrator will evaluate the evidence submitted by the Settlement Class Member and will make the final decision as to the merits of the dispute. The Parties agree that upon receipt of a letter objecting to the Settlement or a letter stating a Settlement Class Member's intent to appear at the Final Fairness Hearing, the Settlement Administrator shall contact Class Counsel and Defendant's counsel and provide them with a copy of the letter. The Settlement Administrator shall contact counsel for both Parties within two (2) business days of receipt of such a letter. If a Settlement Class Member submits both an objection and a request to opt-out, the Settlement Administrator and Class Counsel may contact the Settlement Class Member to clarify what the Settlement Class Member wishes to do with regard to the Settlement.

j. Settlement Terms to Bind all Settlement Class Members Who Do Not Opt-Out:

Any Settlement Class Member who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid Request for Exclusion will be bound by its terms, including those pertaining to the Released Claims, as well as any Judgment that may be entered by the Court if it grants final approval of the Settlement.

k. Releases: There will be two applicable release provisions here, one applying to Plaintiff and the other applying to Settlement Class Members who do not request exclusion from the settlement:

- i. Plaintiff's Release: Plaintiff will execute, pursuant to Section 1542 of the Civil Code, a general release of all known and unknown claims Plaintiff may have against Defendant, its respective and former parents, subsidiaries, and affiliated corporations, based on Plaintiff's employment with Defendant, including but not limited to any all claims under the

California Labor Code, except as follows: this general release will not apply to any claims arising from Plaintiff's termination of employment on or about April 7, 2021, including claims for wrongful discharge in violation of public policy; disability discrimination, denial of reasonable accommodation, and failure to engage in an interactive process under the California Fair Employment and Housing Act (Cal. Gov. Code s. 12900, et seq.) and its federal analog, the Americans with Disabilities Act, 42 U.S.C. 12101, et seq.; and for retaliation in violation of California Labor Code section 1102.5 as well as any claims "resting on the same general set of facts, involving the same injury, and involving the same 'instrumentality' or cause of injury" as the foregoing claims. *See Norgart v. Upjohn Co.* (1999) 21 Cal.4th 383. Defendant does not, by this provision, agree to toll the statute of limitations of any such claim.

- ii. Settlement Class Member Release: The claims released by Settlement Class Members, other than those who submit requests for exclusion ("Settled Claims"), are all claims, rights, demands, liabilities, and causes of action arising from, or related to, the same set of operative facts as those set for in Plaintiff's Class Action Complaint for this Action. The Settled Claims are those that accrued during the Class Period.

SETTLEMENT ADMINISTRATION

13. Defendant's Responsibilities regarding the Class List: Within ten (10) calendar days of Preliminary Approval of this Settlement by the Court, Defendant shall provide to the Settlement Administrator all of the following information about each Settlement Class Member in a format requested by the Settlement Administrator: (1) Settlement Class Member's name, (2) last-known address, (3) last-known telephone number, (4) Social Security Number, and (5) dates of employment with Defendant during the Class Period. This database shall be based on Defendant's payroll and other business records. The Settlement Administrator will maintain this database and all data contained within the database, as private and confidential and shall not disclose such data to any persons or entities. However, if as described above, a Settlement Class

1 Member submits an objection to the Settlement, the Settlement Administrator will, upon request,
2 provide Class Counsel and Defendant's Counsel the Settlement Class Member's name and will
3 provide to Class Counsel the Settlement Class Member's contact information.

4 14. Mailing of the Notice Form: Within twenty (20) calendar days of Preliminary
5 Approval of this Settlement, the Settlement Administrator will mail the Class Notice form to all
6 Settlement Class Members. Prior to any mailing, the Settlement Administrator will run a check
7 of the Settlement Class Members' addresses against those on file with the U.S. Postal Service's
8 National Change of Address List. The Class Notice, as approved by the Court, shall be sent by
9 the Settlement Administrator to the Settlement Class Members by first class mail. The Class
10 Notice will be in English on one side of the Notice and in Spanish on the other. The front of each
11 envelope mailed to Settlement Class Members shall prominently display the following language
12 in English and Spanish: "Court-Ordered Class Action Notice Form Inside. Please Open
13 Immediately. You May be Entitled to Recover Money in this Class Action Settlement." Any
14 Notice forms returned to the Settlement Administrator as non-delivered during the 45-day notice
15 period shall be re-sent to a forwarding address if one is provided. If one is not provided, the
16 Settlement Administrator shall use all reasonably available means, such as NCOA searches and
17 skip traces, to find Settlement Class Members.

18 15. Upon completion of these steps by the Settlement Administrator, the Parties and
19 the Settlement Administrator shall be deemed to have satisfied their obligations to provide
20 reasonable Notice to the members of the Class. Settlement Class Members who do not opt-out
21 shall remain members of the Class and shall be bound by all the terms of the Stipulation of
22 Settlement and the Court's Final Approval Order and Final Judgment.

23 16. Administrator's Deadlines to Disburse Settlement Funds: The Settlement
24 Administrator shall disburse the entirety of the Gross Settlement Amount as ordered by the Court
25 within fourteen (14) days after the Effective Date.

26 17. Re-mailing of Settlement Checks (if applicable): If a Settlement Check sent to a
27 Settlement Class Member is returned with a forwarding address provided by the United States
28 Postal Service, it shall be re-mailed to the forwarding address provided. If a Settlement Check
sent to a Settlement Class Member is returned as undeliverable by the United States Postal Service

1 or is otherwise designated by the United States Postal Service as having been sent to an invalid
2 address and the Settlement Class Member did not provide the Settlement Administrator with
3 additional address information after the mailing of the Settlement Check, the Settlement
4 Administrator shall use all reasonably available and accessible means to correct the mailing such
5 as skip traces, to find updated and current addresses (similar to the process for finding Settlement
6 Class Members in order to provide Notice Packets).

7 18. Check Expiration Information: Checks issued to Settlement Class Members
8 pursuant to this Settlement shall remain negotiable for a period of one hundred eight (180)
9 calendar days from their issue date. Settlement Class Members who fail to negotiate (*i.e.*, cash or
10 deposit) their check in a timely fashion shall remain subject to the terms of this Settlement. Thirty
11 (30) days before the end of the ninety-day expiration period, the Settlement Administrator will
12 send a reminder email and/or post card to those Settlement Class Members whose check remains
13 uncashed, reminding them of the stale date of the checks. Settlement payments not negotiated
14 within the 180-day period shall be distributed as stated in above paragraph 12(d)(iii).

15 19. Certification of Completion: Upon completion of administration of the Settlement,
16 the Settlement Administrator will provide a written declaration, under oath, to certify such
17 completion to the Court and counsel for all Parties.

18 20. Preliminary Approval Hearing: Plaintiff will obtain a hearing before the Court to
19 request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary
20 Approval Order for: (i) conditional certification of the Settlement Class for settlement purposes
21 only, (ii) preliminary approval of the proposed Settlement Agreement, and (iii) setting a date for
22 a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for
23 the Notice Packet to be sent to all Settlement Class Members as specified in this Settlement
24 Agreement.

25 21. Final Settlement Approval Hearing and Entry of Judgment: Upon expiration of
26 the deadlines to fax or postmark Request for Exclusion or submit objections to the Settlement
27 Agreement, and with the Court's permission, a Final Approval/Settlement Fairness Hearing will
28 be conducted to determine the Final Approval of the Settlement Agreement along with the
amounts properly payable for (i) Individual Settlement Payments; (ii) Class Counsel's Attorneys'

1 Fees and Costs; (iii) Plaintiff's Enhancement Payment; (iv) payment to LWDA for PAGA
2 penalties; Defendant's share of payroll taxes, and (v) all expenses of the Settlement Administrator
3 (up to the limit set forth above in Section 12(d)) Class Counsel will be responsible for drafting
4 all documents necessary to obtain final approval. Class Counsel will also be responsible for
5 drafting the attorneys' fees and costs application to be heard at the Final Approval/Settlement
6 Fairness Hearing. Class Counsel will provide to Defense Counsel drafts of all documents to be
7 filed with the Court at least seven calendar days prior to filing for review and comment.

8 **PAGA PENALTIES**

9 22. Plaintiff's complaint alleges potential claims for penalties pursuant to PAGA. The
10 Parties agree that all such claims for PAGA penalties have been settled in this Joint Stipulation,
11 and shall be paid from the Gross Settlement Amount, in the amount of \$25,000, subject to
12 approval by the Court. The PAGA penalties shall be allocated as follows, to be paid out by the
13 Settlement Administrator: 75% (\$18,750) shall be paid to the LWDA, and the remaining 25%
14 (\$6,250) shall be distributed to the PAGA Group.

15 **SETTLEMENT TERMINATION**

16 23. In the event that (a) the Court declines to enter final approval of the Settlement or
17 to enter the Judgment or any part thereof as provided for herein, or the Parties hereto fail to
18 consent to the entry of alternative forms of Judgment, in lieu thereof, or after such consent the
19 Court declines to enter such alternate form of Judgment; or (b) any conditions to the Settlement
20 are not satisfied; or (c) the Court disapproves this Settlement, including any amendments hereto,
21 and such disapproval becomes final by reason of being affirmed on appeal or lapse of time or
22 otherwise; or (d) the Court approves this Settlement, including any amendments hereto, but any
23 such judgment and approval is finally reversed on appeal; in any such event ((a) through (d)), this
24 Settlement shall be void, and the Preliminary Approval Order and the Final Approval Order and
25 Judgment, if any, shall be vacated upon application to the Court. In such event, (1) this
26 Settlement shall be terminated and become void, (2) any actions taken or to be taken in connection
27 with this Settlement shall become void and of no effect; and (3) all pretrial proceedings, including
28 discovery, shall resume 30 (thirty) days thereafter as if this Settlement had not been proposed for
approval of the Court.

1 24. Defendant has the option to terminate this Agreement if more than 10% of
2 Settlement Class Members properly elect to exclude themselves from the Settlement. To make
3 this election to terminate, Defendant must give notice to Class Counsel by e-mail no later than
4 ten (10) calendar days after the final opt-out count is reported by the Settlement Administrator.
5 If it terminates the Settlement on this basis, Defendant shall pay all charges of the Settlement
6 Administrator incurred through the date of termination.

7 **PARTIES' AUTHORITY**

8 25. The signatories hereto hereby represent that they are fully authorized to enter into
9 this Stipulation of Settlement and bind the Parties hereto to the terms and conditions thereof.

10 **MUTUAL FULL COOPERATION**

11 26. The Parties agree to fully cooperate with each other to accomplish the terms of this
12 Stipulation of Settlement, including but not limited to, execution of such documents and taking
13 such other actions as reasonably may be necessary to implement the terms of this Stipulation of
14 Settlement. The Parties to this Stipulation of Settlement shall use their best efforts, including all
15 efforts contemplated by this Stipulation of Settlement and any other efforts that may become
16 necessary by order of the Court, or otherwise, to effectuate this Stipulation of Settlement and the
17 terms set forth herein. As soon as practicable after execution of this Stipulation of Settlement,
18 Class Counsel shall, with the assistance and cooperation of Defendant and their counsel, take all
19 necessary steps to secure the Court's final approval of this Stipulation of Settlement.

20 27. The Parties agree that they will not attempt to encourage or discourage Settlement
21 Class Members from submitting Requests for Exclusion and will not discourage Settlement Class
22 Members from participating in the Settlement.

23 **NO PRIOR ASSIGNMENTS**

24 28. The Parties represent, covenant, and warrant that they have not directly or
25 indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any
26 person or entity any portion of any liability, claim, demand, action, cause of action or right herein
27 released and discharged except as set forth herein.
28

1 **ENFORCEMENT ACTIONS**

2 29. In the event that one or more of the Parties to this Stipulation of Settlement
3 institutes any legal action or other proceeding against any other Party or Parties to enforce the
4 provisions of this Stipulation of Settlement or to declare rights and/or obligations under this
5 Stipulation of Settlement, the successful Party or Parties shall be entitled to recover from the
6 unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees
7 incurred in connection with any enforcement actions.

8 **CONSTRUCTION**

9 30. The Parties hereto agree that the terms and conditions of this Stipulation of
10 Settlement are the result of arm's-length negotiations between the Parties, and this Stipulation of
11 Settlement shall not be construed in favor of or against either Party by reason of the extent to
12 which either Party or his, her or its counsel participated in the drafting of this Stipulation of
13 Settlement.

14 **CLASS ACTION CERTIFICATION FOR SETTLEMENT ONLY**

15 31. The Parties agree to stipulate to class certification for purposes of this Settlement
16 only. If, for any reason, the Settlement is not approved, the stipulation to certification will be void.
17 The Parties further agree that certification for purposes of the Settlement is not an admission that
18 class certification is proper under the standards applied to contested certification motions and that
19 this Settlement Agreement will not be admissible in this or any other proceeding as evidence that
20 either (1) a class action should be certified or (2) Defendant is liable to Plaintiff or any Settlement
21 Class Member, other than according to the Settlement terms.

22 **CAPTIONS AND INTERPRETATIONS**

23 32. Paragraph titles or captions contained herein are inserted as a matter of
24 convenience and for reference, and in no way define, limit, extend, or describe the scope of this
25 Stipulation of Settlement or any provision hereof. Each term of this Stipulation of Settlement is
26 contractual and not merely a recital.

27 **MODIFICATION**

28 33. This Stipulation of Settlement may not be changed, altered, or modified, except
in writing and signed by the Parties hereto, and approved by the Court. This Stipulation of

1 Settlement may not be discharged except by performance in accordance with its terms or by a
2 writing signed by the Parties hereto.

3 **INTEGRATION CLAUSE**

4 34. This Stipulation of Settlement contains the entire agreement between the Parties
5 relating to the Settlement and transaction contemplated hereby, and all prior or contemporaneous
6 agreements, understandings, representations, and statements, whether oral or written and
7 whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be
8 waived except in writing.

9 **BINDING ON ASSIGNS**

10 35. This Stipulation of Settlement shall be binding upon and inure to the benefit of
11 the Parties hereto and their respective heirs, trustees, executors, administrators, successors, and
12 assigns.

13 **COUNTERPARTS**

14 36. This Stipulation of Settlement may be executed in counterparts and by facsimile
15 or electronically scanned signatures, and when the Parties have signed and delivered at least one
16 such counterpart, each counterpart shall be deemed an original, and, when taken together with
17 other signed counterparts, shall constitute one Stipulation of Settlement, which shall be binding
18 upon and effective as to all Parties.

19
20
21
22
23
24
25
26
27 ///

28 ///

1 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Joint
2 Stipulation of Settlement and Release as of the dates set forth below:
3

4
5 DATED: May 9, 2022



Michael Lowe, President of AB&I
Foundry, on behalf of Defendant
McWane, Inc.

6
7
8
9 DATED: _____, 2022

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

10
11
12 DATED: _____, 2022

Plaintiff, Juan Herrada

13
14
15 DATED: _____, 2022

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

1 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Joint
2 Stipulation of Settlement and Release as of the dates set forth below:

3
4 DATED: _____, 2022

Michael Lowe, President of AB&I
Foundry, on behalf of Defendant
McWane, Inc.

5
6
7
8 DATED: May 10, 2022


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

9
10 DATED: _____, 2022

Plaintiff, Juan Herrada

11
12
13
14 DATED: _____, 2022

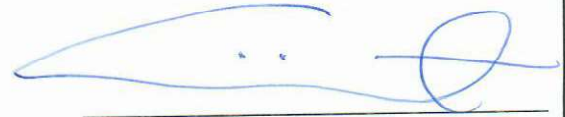
Arlo Uriarte
Liberation Law Group, P.C.
Counsel for Plaintiff

herrada lozano juan m

1 DATED: may 02, 2022

Plaintiff, Juan Herrada

2
3
4 DATED: May 2, 2022



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

Document ID: 9J78K51R

signrequest@liberationlawgroup.com

Document name:

McWane.Herrada - FINAL Revised Joint Stip of Settlement 05 02
22 v2 LLG.pdf
SHA256 security hash:
da0708fe6e57d51c43b5868455cd972a66a90797333e19e96edde9e6454cedd1

Sent on:

May 2, 2022, 8:56 p.m. (UTC)

From:

SignRequest <no-reply@signrequest.com> on behalf of
(signrequest@liberationlawgroup.com)

To:

piringasus@gmail.com

Subject:

signrequest@liberationlawgroup.com has sent you a SignRequest

Message:

Please sign this document.

Kind regards,

signrequest@liberationlawgroup.com

IP address:

170.81.33.82

User agent:

Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36
(KHTML, like Gecko) Chrome/100.0.4896.127 Safari/537.36

signrequest@liberationlawgroup.com

Email address verification:

Verified by SignRequest

piringasus@gmail.com

Email address verification:

Verified by SignRequest

Text added, page 19:

may 02

Signature added, page 19:

herrada lozano juan m

IP address:

73.220.140.143

User agent:

Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/
537.36 (KHTML, like Gecko) Chrome/100.0.4896.127 Safari/
537.36

Document signed:

May 2, 2022, 10:54 p.m. (UTC)

1 Arlo Garcia Uriarte, SBN 231764
2 LIBERATION LAW GROUP, P.C.
3 2760 Mission Street
4 San Francisco, CA 94110
5 Telephone: (415) 695-1000
6 Facsimile: (415) 695-1006
7 **Attorneys for Plaintiff Herrada**

8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
SUPERIOR COURT OF THE STATE OF CALIFORNIA
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

CLASS ACTION - COMPLEX

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

**EXHIBIT “B” TO THE DECLARATION
OF ARLO URIARTE – “NOTICE FORM”**

Hearing Date: May 25, 2022

Hearing Time: 10:00 A.M.

Dept.: 21

Action Filed: June 23, 2021

NOTICE OF CLASS ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully.

To: All current and former California non-exempt hourly employees of McWane Inc., dba AB&I Foundry (the “Foundry” or “Defendant”) who worked for the Foundry at any time from June 23, 2017, through [the date of Preliminary Approval] (“Settlement Class” or “Settlement Class Members”).

On June 23, 2021, Plaintiff Juan Herrada (“Plaintiff”) filed a putative class action lawsuit alleging that Defendant committed several wage and hour violations under California law, as further described on page 2 below. Defendant denies all of Plaintiff’s allegations and that it committed any wrongdoing. After an initial investigation of the case, the Parties reached a settlement to avoid the risk and expense of protracted litigation, among other reasons.

On [REDACTED], the Honorable Eveilo M. Grillo of the Alameda County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Settlement Class Members of the settlement. **You have received this notice because the Foundry’s records indicate that you are a Settlement Class Member, and therefore entitled to a payment from the settlement.** Your rights and each option – and the deadlines to exercise each of them – are explained in this Notice.

«BarcodeString»
SIMID «SIMID»
ATTN: «FirstName» «LastName»
«Address1» «Address2»
«City» «Abbrev» «Zip»
INSERT ESTIMATED INDV PAYMENT \$\$

If the contact information that is listed here for you needs to be updated or corrected, please inform the Settlement Administrator immediately at [insert phone number].

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

TO RECEIVE A SETTLEMENT PAYMENT	The estimated amount of your Individual Settlement Payment is shown directly above. You do not need to take any action to receive your payment. If you have recently moved or changed mailing addresses, you should keep the Settlement Administrator informed of your current mailing address. Once the Court grants final approval of the Settlement, the Settlement Administrator will mail your checks to the last known address on file for you.
EXCLUDE YOURSELF (Deadline: [Response Deadline])	You can exclude yourself or opt-out if you do not wish to participate in the Settlement. This is the only option that allows you to pursue your own lawsuit against Defendant, if you would like to do so, regarding the legal claims relevant to this case. If you exclude yourself, you will not receive an Individual Settlement Payment.
OBJECT (Deadline: [Response Deadline])	If you think the Settlement is not fair, you may submit a written objection (“Notice of Objection”) to the Settlement Administrator, and it will be considered by the Court. If you submit an objection, you may also ask to speak in Court about why you think the Settlement is not fair at the time of the Final Fairness Hearing. However, if your objection is rejected and the Settlement is approved, you will be bound by the terms of the Settlement and releases described in this Notice. You may not exclude yourself from the Settlement and object; it must be one or the other.

The Final Fairness Hearing on the adequacy, reasonableness, and fairness of the proposed Settlement will be held at **:00 .m.** on **, 2022** in Department 21 of the Alameda County Superior Court located at 1221 Oak Street. Oakland, California 94612. You are not required to attend the hearing, but you are welcome to do so.

The attorneys for the parties to the lawsuit identified at the top of this page are:

Plaintiff, Juan Herrada:
Arlo Garcia Uriarte, Esq.
LIBERATION LAW GROUP, P.C.
2760 Mission Street
San Francisco, CA 94110

Defendant, McWane Inc., dba AB&I Foundry:
Felicia R. Reid, Esq.
Monte Grix, Esq.
Margeaux M. Pelusi, Esq.
HIRSCHFELD KRAEMER LLP
456 Montgomery Street, Suite 2200
San Francisco, CA 94104

1. Summary of the Litigation

Plaintiff, Juan Herrada (“Herrada”) a former employee of the Foundry, on his behalf and on behalf of other current and former non-exempt employees of the Foundry, sued the Foundry, claiming that it violated certain California state labor laws as a result of, among other things: (1) failure to pay minimum and overtime wages to employees for all hours worked; (2) failure to provide employees with meal and rest breaks and associated premiums; (3) failure to timely pay all wages owed to employees upon termination of their employment; (4) failure to provide employees with accurate, itemized wage statements; (5) engagement in unfair competition; and, (6) violation the Private Attorneys General Act of 2004. (“PAGA”).

The Foundry denies Herrada’s factual and legal allegations and claims, denies that it harmed Herrada or any other Settlement Class Member in the case and believes that it has valid defenses to Herrada’s claims.

After an exchange of relevant information and evidence, Herrada and the Foundry (together the “Parties”) agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. On March 9, 2022, the Parties participated in a mediation with Jeffrey Ross, an experienced and well-respected class action mediator. With Mr. Ross’ guidance, the Parties were able to negotiate a complete, written settlement agreement of Herrada’s claims (the “Settlement”).

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 the Foundry that the claims in this lawsuit have any merit; that the Foundry has any liability to Herrada or to any Settlement Class Members; or that this lawsuit, if not settled, would appropriately proceed as a class action. The Foundry denies any wrongdoing but believes the Settlement makes sense, as a business decision, to avoid the uncertainty of trial and to return its attention to its ongoing business operations. Moreover, the Court has made no ruling on the merits of the Settlement Class Members’ claims and has determined only that certification of the Settlement Class for settlement purposes is appropriate under California law.

Counsel for Herrada, and the attorneys appointed by the Court to represent the class, Liberation Law Group, P.C. (“Class Counsel”), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

For all of these reasons, the Parties and their attorneys 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 Settlement Class Members.

2. Summary of the Proposed Settlement Terms

The Parties have agreed to settle the underlying class claims in exchange for \$2,000,000. This amount is inclusive of: (1) individual settlement payments to all participating Settlement Class Members; (2) a class representative enhancement payment of \$5,000 to Herrada for his services on behalf of the class; (3) \$666,600 in attorneys' fees to Class Counsel and up to \$15,000 in litigation costs and expenses; (4) a \$18,750 payment to the California Labor and Workforce Development Agency ("LWDA") in connection and accordance with PAGA; and (5) reasonable settlement administrator's fees and expenses currently estimated at \$4,000. After deducting the class representative enhancement payment, attorneys' fees and costs, the payment to the LWDA, and the settlement administrator's fees and expenses, a total of approximately [REDACTED] will be allocated to Settlement Class Members who do not opt out of the Settlement ("Net Settlement Amount").

Under the Settlement, each Settlement Class Member will be eligible to receive a payment of their *pro rata* share of the Net Settlement Amount ("Individual Settlement Payment") based on the number of workweeks each Settlement Class Member worked in a non-exempt position during the period from June 23, 2017 through [the date of Preliminary Approval] ("Class Period"). The formula for calculating settlement payments is as follows:

- (a) The Foundry will calculate the total number of weeks that each Settlement Class Member worked during the applicable Class Period ("Individual Workweeks") and all Settlement Class Members worked during the applicable Class Period ("Total Workweeks").
- (b) The value of each Individual Settlement Payment shall then be determined by dividing the Total Workweeks by each Settlement Class Member's Individual Workweeks to arrive at a percentage ("Workweek Percentage").
- (c) The Workweek Percentage will then be multiplied by the Net Settlement Amount.
- (d) The entire Net Settlement Amount will be disbursed to all Settlement Class Members who do not submit timely and valid Requests for Exclusion.

According to the Foundry's records, you worked during the Class Period in a non-exempt position for a total of [REDACTED] workweeks. Accordingly, your estimated Individual Settlement Payment is approximately \$ [REDACTED]. If you believe the information provided above is incorrect, please contact [ENTER NAME OF SETTLEMENT ADMINISTRATOR] ("Settlement Administrator") at [REDACTED]. If you dispute the information stated above, the Foundry's records will control unless you are able to provide documentation that establishes otherwise. The settlement approval process may take several months.

IRS Forms W-2 and 1099 will be distributed to participating Settlement Class Members and the appropriate taxing authorities reflecting the payments they receive under the Settlement. Settlement Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this Settlement, 33.33% of each Individual Settlement Payment will be allocated as wages for which IRS Forms W-2 will be issued, and 66.67% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued.

3. Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If want to receive your payment from the Settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the Settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have irrevocably, unconditionally, and fully released and forever discharged the Released Parties from any and all Released Claims from the beginning of the Class Period through the date of preliminary approval by the Court.

“Released Claims” means and includes all claims, rights, demands, liabilities, and causes of action, arising from, or related to, the same set of operative facts as those set forth in the operative complaint, including: (i) all claims for unpaid overtime; (ii) all claims for meal and rest break violations and associated premium pay; (iii) all claims for unpaid minimum wages; (iv) all claims for the failure to timely pay wages upon termination based on the preceding claims; (v) all claims for wage statement violations based on the preceding claims; (vi) all claims asserted under California Business & Professions Code §§ 17200, *et seq.*; and all claims asserted under PAGA, California Labor Code §§ 2698, *et seq.* based on the preceding claims.

“Released Parties” means McWane Inc., dba AB&I Foundry its respective and former parents, subsidiaries, and affiliated corporations, past or present officers, directors, shareholders, employees, agents, principals, and their respective successors and predecessors in interest, if any.

Option 2 – Request Exclusion or Opt Out of the Settlement

If you do not wish to participate in the Settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator. This is the only option that allows you to pursue your own lawsuit against Defendant, if you would like to do so, regarding the legal claims relevant to this case. The written request for exclusion must state that you do not wish to participate in this Settlement, include your name, signature, address, telephone number, and last four digits of your Social Security Number (if you have one). You must sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

[ENTER NAME OF SETTLEMENT ADMINISTRATOR], Settlement Administrator

c/o

The written request to be excluded must be postmarked no later than [REDACTED], 2022. If you submit a request for exclusion which is not postmarked by [REDACTED], 2022, your request for exclusion will be rejected, and you will be included in the Settlement Class.

If you choose **Option 2**, you will no longer be a Settlement Class Member, and you will (1) be barred from participating in the Settlement, but you will not be deemed to have released the Released Claims, (2) be barred from filing an objection to the Settlement, and (3) not receive a payment from the Settlement.

Option 3 – Object to the Settlement

If you decide to object to the Settlement because you find it unfair or unreasonable, you must submit a written objection stating why you object to the Settlement. Your objection must provide: (1) your full name, signature, address, and telephone number, (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be mailed to the Settlement Administrator at [administrator’s address].

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

All objections must be received by the Settlement Administrator by not later than 2022. Late objections will not be considered. By submitting an objection, you are not excluding yourself from the Settlement. To exclude yourself from the Settlement, you must follow the directions described above. Please note that you cannot both object to the Settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Fairness Hearing set for at a.m./p.m. in the Superior Court of the State of California, for the County of Alameda and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the Settlement. If the Court overrules your objection, you will be deemed to have released the Released Claims.

Additional Information & Settlement Website

This Notice of Class Action Settlement is only a summary of the case and the Settlement. For a more detailed statement of the matters involved in the case and the Settlement, you may refer to the pleadings, the Settlement itself, and other papers filed in the case. Please visit this website to download the Complaint and its related documents, the Settlement Agreement, plus any and all papers filed with the Court in support of the Settlement: [insert website url]

All inquiries by Settlement Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator or Class Counsel.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR THE FOUNDRY'S ATTORNEYS WITH INQUIRIES.

1 Arlo Garcia Uriarte, SBN 231764
LIBERATION LAW GROUP, P.C.
2 2760 Mission Street
3 San Francisco, CA 94110
Telephone: (415) 695-1000
4 Facsimile: (415) 695-1006
5 **Attorneys for Plaintiff Herrada**

6
7 SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 COUNTY OF ALAMEDA
9

10
11 JUAN HERRADA, on behalf of himself
and others similarly situated and the
12 general public,

13 Plaintiff,

14 vs.
15

16 McWANE, INC. dba AB&I FOUNDRY
and DOES 1 through 500; inclusive,
17

18 Defendants.
19
20
21

Case No. RG21103064

CLASS ACTION - COMPLEX

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

**EXHIBIT “C” TO THE DECLARATION
OF ARLO URIARTE – “MICHAEL
LOWE DECLARATION”**

Hearing Date: May 25, 2022
Hearing Time: 10:00 A.M.
Dept.: 21
Action Filed: June 23, 2021
22
23
24
25
26
27
28

DECLARATION OF MICHAEL LOWE

I, Michael Lowe, hereby declare as follows:

1. I am currently the President of AB&I Foundry (the “Foundry”) located in Oakland, California. Consistent with California Code of Civil Procedure section 2025.230, I have been designated as the person most knowledgeable of the Foundry to provide a witness declaration with respect to the policy changes implemented at the Foundry from June 21, 2017 through the present. Unless otherwise indicated, the matters stated in this document are true of my own knowledge (except as to those matters which are stated on information and belief) and are based on my review of information provided to me by other employees at the Foundry and as to those matters that I believe to be true. I can testify competently to the facts contained in this declaration if called as a witness.

2. Beginning in October 2017, the Foundry implemented a “walking-time” policy that provided non-exempt hourly production employees with an additional paid 5-minutes at the beginning and end of each meal and rest period (so 10 minutes overall) to enable them to travel from the production floor to one of 6 break rooms located at the Foundry or to the parking lot, should employees so choose. Under this policy, non-exempt hourly employees receive a twenty-minute paid break periods (20 minutes designated for rest and 10 minutes of “walking time”) and forty-minute meal periods (30 minutes unpaid and 10 minutes paid “walking time”).

3. As of May 10, 2022, the Foundry will be adjusting its timekeeping policies and practices as follows: non-exempt hourly employees will be responsible for writing down, on physical (paper) timesheets, the times they clock in and out each workday, including when they begin and end work each workday, and when they begin and end off-the-clock, unpaid meal periods. There is also an employee comments section on the timesheets where employees can note any concerns. Department supervisors will continue to review and approve each employee’s time records at the end of each week (as they have done since at least June 23, 2017). Further, following each pay period (each pay period is one workweek), employees will review all of their timesheets for that week and will be allowed to make changes. Whether employees make such

1 changes or have no changes, they will then be asked to review and sign the following statement in
2 the same document:

3 By my signature above, I understand that I am asserting that all of my records of
4 time worked for the workweek listed are true and correct, and that I have timely
5 taken all meal and rest breaks (meal breaks means, for shifts of more than five hours
6 (unless I have signed an applicable meal period waiver), at least one thirty minute,
7 uninterrupted, duty free, off the clock meal period for each five hours of work,
8 which started before the end of each five hour block of working time; rest breaks
9 means, for shifts of at least 3.5 hours, at least one 10 minute, on-the clock, paid rest
break for each four hours of work or major fraction thereof). If any of my meal or
rest breaks have been missed, late or short due to work (and not due solely to my
own choice), I noted that in the "Employee Comments" column above. If I have
any questions about this attestation, I understand and acknowledge that I can
address my questions to Human Resources or any other manager.

10 These timesheets will be used and distributed in English and in Spanish.

11 4. As of approximately February 2022, the Foundry has communicated with non-
12 exempt hourly production employees working a 3-day a week/12-hour shift (the "3/12"; the 3/12
13 shift is pursuant to the current collective bargaining agreement) as to their entitlement to a second
14 meal period and third rest period when they work more than 10-hours in a day. As of May 2022,
15 the Foundry has communicated with non-exempt hourly production employees working a 4-day a
16 week/10-hour shift (the "4/10" shift; this shift is pursuant to the current applicable collective
17 bargaining agreement) as to their entitlement to a second meal period and third rest period when
18 they work more than 10-hours in a day. Further, the Foundry now requires all meal period
19 waivers to be made in writing and has offered employees working 4/10 or 3/12 shifts such written
20 meal period waivers, which waivers are revocable on any workday. This waiver is made
21 available in English and in Spanish. As of May 2022, the Foundry has communicated with all
22 other non-exempt employees (those assigned five eight-hour shifts per week, among others) that
23 they are entitled to a second meal periods and third rest periods for shifts in excess of 10 hours
24 per day. As of May 2022, The Foundry has also offered these other employees written meal
25 period waivers, which waivers are revocable on any workday.

26 5. From at least June 23, 2017, and continuing through the present, the Foundry
27 continues to identify and pay required premium pay pursuant to Labor Code Section 226.7 for all
28

1 missed, late, or short meal periods where there is no waiver, and for all missed, late or short rest
2 periods where the employees in question were not provided with compliant breaks/could not take
3 compliant breaks because of work demands.

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

6
7 Executed at Oakland, California on April 29, 2022.

8
9  _____
Michael Lowe