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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 PLAINTIFF'S MOTIONS
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND FOR
ATTORNEY'S FEES, COSTS, &
PLAINTIFF'S ENHANCEMENT**

Hearing Date: October 12, 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. Our Firm undertook this matter on pure contingency. LLG’s standard
8 contingency agreement, which Plaintiff signed in this case, entails a 33.33% fee, pre-trial. Our
9 Firm has never received hourly fees from an employee pursuing a wage and hour class action or
10 representative action under PAGA. In this matter, Our Firm will not receive any compensation
11 for the significant time expended in litigation nor reimbursement for the expenses incurred
12 unless a success is ultimately achieved.

13 3. The Parties attended an in-person mediation session with Jeffrey A. Ross on
14 March 9, 2022. In my experience, Mr. Ross is an extremely well-regarded mediator with
15 significant employment law class and representative action experience. The Parties conducted
16 arms-length negotiations for an entire day under Mr. Ross’ guidance. Plaintiff attended the
17 entire mediation session which took place in Monterey, CA. Plaintiff met me in Monterey, CA,
18 the day before the mediation in order to finalize our preparations. At mediation, Defendant
19 secured declarations from fifty-one (51) employees who disagree with Plaintiff’s allegations
20 and instead believe they were paid for all of their work performed and allotted adequate break
21 times away from work. I saw this as a potential significant challenge should the matter not
22 settle. Mr. Ross helped settle the matter in principle on the day of mediation. After, counsel for
23 the Parties crafted the long-form Agreement over multiple weeks.

24 4. Well in advance of mediation, in or around November 2021, I met and conferred
25 with counsel for Defendant McWane, Inc. dba AB&I Foundry (“Defendant” or “Foundry”). The
26 idea of an early mediation (prior to formal discovery) was discussed. We agreed that this was a
27 desirable approach in the interest of cost-saving efficiency. However, I informed counsel for
28 Defendant that Plaintiff would only agree to early mediation if Defendant would be willing to

1 provide key information, prior to mediation, so that Plaintiff could negotiate from a position of
2 strength and knowledge. Counsel for Defendant complied with this request and provided the
3 information listed below.

4 5. Defendant provided the following informal discovery items and information to
5 Plaintiff: (1) anonymized putative class member timesheets; (2) a corresponding summary of
6 payroll records; (3) a putative class list with names and contact information pursuant to the
7 Protective Order entered in this case and pursuant to the Court's Order of February 8, 2022; (4)
8 an employment handbook and the two CBA agreements applicable to the period of June 23,
9 2017, through the date of the mediation; and (5) numerical data regarding the size of the class
10 (291) and the number of workweeks worked by the putative class members from June 23, 2017,
11 forward (33,411 aggregate workweeks). Our Firm, under my guidance and supervision,
12 analyzed all records in-house, including a detailed analysis of putative class member timesheets
13 and corresponding payroll records. Our Firm, with assistance from Plaintiff, spent substantial
14 hours interviewing putative class members to confirm and gain more information about
15 Plaintiff's allegations. We interviewed dozens of people and obtained eight (8) supportive
16 declarations. We were not only able to succeed at mediation by obtaining important declarations
17 from SCM who worked different departments under distinct supervisors, but the investigation
18 helped inform us about the potential challenges ahead.

19 6. I strongly feel the instant settlement represents a very strong and positive result
20 for Settlement Class members ("SCM"). The overall result is indeed fair, reasonable, and
21 adequate, and meets all applicable requirements of California law in my view. An average
22 recovery of \$4,744.22 per person is not only a significant amount of money, but a high recovery
23 in cases like these. I have settled many similar cases with workforces of similar size (about
24 three hundred employees), and have never seen such a high recovery. If the matter should not
25 settle, Plaintiff would face significant risks ahead including, but not limited to, the challenges of
26 getting a class certified, the risk of keeping it certified after post-certification discovery, the
27 difficulty of formulating a manageable trial plan that the Court deems acceptable, prevailing at
28 trial, and defending any potential appeals. Any failure along these lines would result in zero

1 recovery for SCM.

2 7. Our Firm has received several calls from putative SCM about the Notice Form
3 and the settlement in general. I have tasked members of my team to respond to these calls as
4 patiently as possible and with the right information. I also conferred with Plaintiff about what
5 information he can provide to any of his former co-workers if they happen to ask him about the
6 settlement. Plaintiff informed me that he did receive some questions and was able to handle
7 them properly.

8 8. It is always my goal in cases like these to attain a settlement that represents an
9 acceptable proportion of a plaintiff's best-case scenario recovery. Our Firm performed a careful
10 damages analysis prior to mediation using the informal discovery provided by Defendant, which
11 included detailed putative SCM interviews. As stated above, Our Firm interviewed dozens of
12 putative SCM. Certain interviewees declined to sign declarations because of their status as
13 current employees. However, our Firm asked each interviewee for an estimate regarding how
14 many off-the-clock minutes he or she worked per shift. We then took an average of those
15 estimates, and it equated to 23.159 unpaid minutes per shift. Our analysis of Defendant's
16 informal discovery materials revealed that approximately sixty-two percent of SCM work or
17 worked five 8-hour shifts per week. Approximately thirty-eight percent of the putative class
18 works or worked four 10-hour shifts per week.

19 9. My qualifications are as follows: I graduated from the University of San
20 Francisco with a Bachelor's degree in Public Administration on the Dean's list. I graduated from
21 the University of San Francisco School of Law in 2003, though I started law school in 1996.
22 When my son was born, in the winter of 1999, I decided to stop law school for 3 years, to
23 concentrate on being with my newborn son. I then returned to USF law school for the final year
24 of units and obtained my J.D. degree. I obtained my license to practice law in 2004. Prior to
25 becoming an attorney and since 1992, I was a legal assistant working for San Francisco/Bay
26 Area law firms and an in-house legal department. Since 2004, I have focused on employment
27 law litigation. Aside from employment law, currently about 5% of my practice consists of
28 personal injury cases. My hourly rate is \$800. I supervised other members of LLG who also

1 worked on this case:

2 a. Nick Aguilar is an attorney licensed by the state of Florida (SBN
3 0099275) who graduated from the Florida International University College of Law. He has been
4 a member of LLG since March 2013 focusing on wage and hour matters, particularly class
5 actions. He worked this case under my direct supervision. His hourly rate is \$500.

6 b. Luiseth Contreras is one of Our Firm's legal assistants. She has helped
7 perform initial and more detailed follow up intakes of clients and potential clients under my
8 supervision. She has experience supporting Our Firm in class action lawsuits since October
9 2017. She graduated with a law degree from Universidad Central de Venezuela (UCV) in
10 Venezuela. Previous to joining Our Firm, Ms. Contreras worked as Aux. Public Registrar and
11 lawyer I for the autonomous system of Registers and Notaries (SAREN), as a Legal advisor in
12 the labor area for different companies, as a Legal assistant and workers representative in
13 occupational safety institutions for Distribuidora Kandra 2010, and a legal intern in Blanco-
14 Uribe & Asociados. Her hourly rate is \$280.

15 c. Kristoffer Solomon is our Firm's Data Analyst. He earned his bachelor's
16 degree in Accountancy from the National College for Business and Arts in the Philippines. He
17 previously worked for a BPO company as a Financial Analyst. His hourly rate is \$240.

18 10. The hours worked by our Firm and the litigation costs accrued in this matter
19 were necessary to achieve the instant settlement. A summary of the hours worked by Our Firm is
20 attached here as Exhibit "C." Our Firm's litigation costs are attached here as Exhibit "E".

21 11. Our Firm completed a thorough pre-litigation investigation process before
22 helping Plaintiff file his complaint. This included an initial intake and a detailed follow-up intake
23 of Plaintiff plus interviews of several putative class members (contacts provided by Plaintiff)
24 who supported Plaintiff's allegations. Plaintiff comprehensively explained his potential claims to
25 me and my team, and he presented documents to help corroborate his allegations. I
26 recommended to Plaintiff that he should file a putative class action complaint with a PAGA
27 cause of action. Plaintiff agreed because he wanted to help as many of his co-workers as
28 possible.

1 12. After engaging in several interviews, gathering documents, researching, and
2 discussing the issues relevant to Defendant's wage and hour policies/practices with Plaintiff, our
3 Firm drafted a putative class action complaint with a PAGA cause of action and caused it to be
4 filed in June 2021. Defendant answered the Complaint end of August 2021, which we reviewed
5 closely.

6 13. Shortly thereafter in November 2021, counsel for Defendant reached out to Our
7 Firm in order to discuss the drafting of a joint case management statement. This initial meet and
8 confer led counsel for the Parties to discuss the possibility of early mediation. I would only agree
9 to early mediation if Defendant would provide enough information to facilitate well-informed
10 negotiations. Counsel for Defendant asked me to send them a list of the items we required. Our
11 Firm did just that, and counsel for Defendant agreed to produce mostly everything we asked for.
12 This included: (1) anonymized putative class member timesheets; (2) a corresponding summary
13 of payroll records; (3) a putative class list with names and contact information pursuant to the
14 Protective Order entered in this case and pursuant to the Court's Order of February 8, 2022; (4)
15 an employment handbook and the two CBA agreements applicable to the period of June 23,
16 2017, through the date of the mediation; and (5) numerical data regarding the size of the class
17 and the number of workweeks worked by the putative class members from June 23, 2017,
18 forward.

19 14. Our Firm endeavored to properly analyze Defendant's informal discovery
20 production. The employment handbooks and the putative class numerical data provided were
21 carefully reviewed. The handbooks were studied to determine if any of Plaintiff's alleged
22 violations were tied to improper written policy. The numerical data was used to better understand
23 the size of the class, the total workweeks at hand, and eventually to create a damages model.

24 15. I instructed my data analyst, Kristoffer Solomon, to input all payroll and
25 timekeeping information into a spreadsheet that could be later be used to assess violation rates
26 regarding unpaid work and break compliance. I gave Mr. Solomon sufficient guidance and
27 supervision to carry out this task. Eventually, we finalized the model prior to mediation together.

28 16. A big task we engaged in prior to mediation was declaration gathering. We used

1 the putative class list with names and contact information to reach out to as many putative class
2 members as possible. Our Firm worked hard to call every single person on Defendant's list and
3 to interview as many as possible. Interviews and declaration gathering was a time consuming but
4 pivotal process that helped us present Plaintiff's claims to the mediator in the most convincing
5 way possible. I routinely worked with Plaintiff during this time to seek clarifying information
6 from him, so that my team and I could ask the right questions of putative class members.

7 17. Next, we laboriously worked on a mediation statement. This included getting our
8 declarations drafted and signed, so we could present them to the mediator. It also included the
9 damages model which I finalized with my Data Analyst. Our Firm engaged in strategy sessions
10 prior to the mediation, so that we could be well-prepared for negotiations. During these sessions,
11 we re-examined key documents, discussed Defendant's mediation statement at length, and
12 discussed Plaintiff's expectations for the putative settlement class. These meetings were crucial
13 to the mediation process, and Plaintiff played a pivotal role in these meetings.

14 18. After mediation, our Firm worked with counsel for Defendant on the settlement
15 agreement, which took several weeks as we battled over the document's key details. Eventually,
16 our Firm prepared preliminary approval paperwork to present to the Court. The Court requested
17 supplemental briefing after this, which we provided. Lastly, we moved to drafting and presenting
18 the final approval papers for the Court.

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

26 20. LLG was founded in 2007. LLG works primarily with hourly wage workers from
27 the entire Bay Area. Our clients come from mostly immigrant backgrounds and serve as the
28 backbone of many industries, shouldering the load of backbreaking work but arguably without

1 wages commensurate with the value of their services. What is worse though, our clients find that
2 their wages and hours are not always properly compensated, and that they are being underpaid
3 through creative payroll and timekeeping schemes designed by even the largest of employers.

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

- 6 • *Canlas v. Aircraft Service International, Inc.* case no. 16-cv-02355-JSW (U.S.
7 District Court, Northern District of California):

- 8 a. \$715,000 total settlement fund;
- 9 b. 461 class members (notice was provided by USPS First Class Mail);
- 10 c. checks mailed approach so no claims required;
- 11 d. \$987.72 average individual class member recovery;
- 12 e. no payment to a *cy pres* thus far, second round of checks (approximately
13 \$30,000 total) to class members is still pending – any unnegotiated funds
14 after that would go to *cy pres*;
- 15 f. \$13,000 in administration fees to CPT Group, Inc.;
- 16 g. \$214,500 in attorney's fees (30% of the gross settlement amount);
- 17 h. \$9,660.98 in attorney's costs and expenses;
- 18 i. non-monetary relief was not requested or awarded here.

- 19 • *Conchas v. French Redwood, Inc.* case no. 17CIV04276 (San Mateo Superior
20 Court):

- 21 a. \$750,000 total settlement fund;
- 22 b. 369 class members (notice was provided by USPS First Class Mail);
- 23 c. checks mailed approach so no claims required;
- 24 d. \$1,208.78 average individual class member recovery;
- 25 e. \$26,071.57 in *cy pres* distribution due to unnegotiated checks;
- 26 f. \$10,000 in administration fees to CPT Group, Inc.;
- 27 g. \$250,000 in attorney's fees (33.33% of the gross settlement amount);
- 28 h. \$15,210 in attorney's costs and expenses;

i. non-monetary relief was not requested or awarded here.

- *Concepcion v. DFS Group, L.P.*, case no. CGC-15-548698 (San Francisco Superior Court): wage and hour class action mostly about unpaid meal and rest period premiums with an unpaid wages element as well.
- *Jakosalem v. Air Serv Corporation*, case No. 3:13-cv-05944-SI (U.S. District Court, Northern District of California): unpaid minimum wages, 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, class settlement achieved and approved by the court).
- *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).
- *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 achieved and approved by the court).
- *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).
- *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 and their supporting staff 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.

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

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

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

18 27. On the contrary, our Firm strongly believes in the vigorous prosecution of our
19 cases, including this case, for the best interest of our clients, and any relevant classes or
20 subclasses.

21 28. LLG and its attorneys often put aside our own financial interests and continue
22 prosecuting many worthwhile, without any chance of recovering monetary awards, cases
23 because justice so requires. Sometimes, violating defendants untruthfully plead poverty, and try
24 many techniques to evade the responsibility of providing redress to our clients. Many
25 defendants evade payment of judgments that have been entered against them. Others file
26 bankruptcy after our filing a complaint, during discovery, or after a judgment or award has been
27 entered against them. Despite these realities, we continue to prosecute cases for justice, truth,
28 and for the well-being of employees.

1 29. Plaintiff expended considerable time and effort advocating on behalf of SCM.
2 Before Plaintiff filed his complaint, I explained to him his duties and responsibilities as a class
3 representative. Our Firm also asks its class representatives to sign forms attesting to these duties
4 and responsibilities; Plaintiff indeed signed these forms for this matter.

5 30. Plaintiff worked closely with me and Our Firm in sharing his experiences
6 working for Defendant, finding former co-workers who were willing to speak with our Firm
7 about his allegations, providing documents, completing the intake process, and being available
8 to answer questions while we drafted his Complaint.

9 31. Plaintiff helped us draft a pre-mediation informal discovery letter, so we could
10 request the right items to prepare for mediation. Plaintiff participated in pre-mediation strategy
11 sessions with me. He was available to answer questions when our Firm needed guidance
12 interviewing putative class members. Plaintiff attended the entire mediation with me and my
13 supporting attorney, Nick Aguilar. Plaintiff was involved in the negotiation process and
14 approved the deal in principle. Generally, Plaintiff has been instrumental to the settlement
15 process from beginning to end, and he should be awarded appropriately.

16 32. Moreover, Plaintiff has been very active as a liaison with SCM. Plaintiff has
17 communicated with me with regard to questions and concerns he has as well as those of the
18 SCM. Plaintiff's involvement did not stop upon achieving a mediated settlement. Since
19 mediation, he has called and texted almost every week with status questions and concerns he
20 received from SCM.

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2. Attached hereto and marked as **Exhibit "B"** is a true and correct copy of the declaration of Cassandra Polites, project manager employed by Simpluris, Inc. for this settlement administration.

4. Attached hereto and marked as **Exhibit “D”** is our Firm’s Table of Hours Worked in this action.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct. Executed on this 19th day of September 2022, in in San Francisco, California.

Arlo Garcia Uriarte

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7 **Attorneys for Plaintiff Herrada**

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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 IN SUPPORT OF
PLAINTIFF'S MOTIONS FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND FOR ATTORNEY'S
FEES, COSTS, & PLAINTIFF'S
ENHANCEMENT**

Hearing Date: October 12, 2022

Hearing Time: 10:00 A.M.

Dept.: 21

Action Filed: June 23, 2021

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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]

**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

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

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

25 i. Process for Objection: To object, a Settlement Class Member must mail a letter to
26 the Settlement Administrator stating that he or she objects to the Settlement. This
27 letter must include the Settlement Class Member's name, address, telephone
28 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

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

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

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

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

17. Re-mailing of Settlement Checks (if applicable): If a Settlement Check sent to a Settlement Class Member is returned with a forwarding address provided by the United States 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.

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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:

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Signature added, page 19:

herrada lozano juan m

IP address:

73.220.140.143

User agent:

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537.36 (KHTML, like Gecko) Chrome/100.0.4896.127 Safari/
537.36

Document signed:

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

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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]

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.**

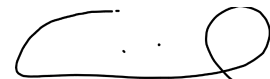
15 IN WITNESS WHEREOF, the Parties hereto have caused this Stipulation to be executed,
16 by their duly authorized attorneys.

17
18
19 DATED: June 21, 2022



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

20
21
22
23
24 DATED: June 22, 2022



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

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 a. 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 five calendar days of the "Effective Date." "Effective Date"
11 means either (i) the sixty-first (61st) calendar day after the Court signs an Order
12 granting Final Approval of the Settlement, provided no appeal has been initiated
13 and no motion to vacate has been filed, whether by an absent Settlement Class
14 Member who has timely intervened or moved to vacate the judgment, or by a Party
15 or Class Counsel; or (ii) if such an appeal or motion to vacate is timely initiated,
16 the date of final resolution of that appeal or motion (including any requests for
17 rehearing or appeals, including petitions for certiorari), resulting in final judicial
18 approval of the Settlement.

19 b. 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 c. 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 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 a. 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 five calendar days of the “Effective Date.” “Effective Date”
11 means either (i) the sixty-first (61st) calendar day after the Court signs an Order
12 granting Final Approval of the Settlement, provided no appeal has been initiated
13 and no motion to vacate has been filed, whether by an absent Settlement Class
14 Member who has timely intervened or moved to vacate the judgment, or by a Party
15 or Class Counsel; or (ii) if such an appeal or motion to vacate is timely initiated,
16 the date of final resolution of that appeal or motion (including any requests for
17 rehearing or appeals, including petitions for certiorari), resulting in final judicial
18 approval of the Settlement.
- 19 b. 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 c. 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

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7 **Attorneys for Plaintiff Herrada**

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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 IN SUPPORT OF
PLAINTIFF'S MOTIONS FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND FOR ATTORNEY'S
FEES, COSTS, & PLAINTIFF'S
ENHANCEMENT**

Hearing Date: October 12, 2022

Hearing Time: 10:00 A.M.

Dept.: 21

Action Filed: June 23, 2021

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Attorneys for Plaintiff Herrada

**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,

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Defendants.

Case No. : RG21103064

CLASS ACTION - COMPLEX

**DECLARATION OF CASSANDRA
POLITES REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION**

DECLARATION OF CASSANDRA POLITES

I, CASSANDRA POLTIES, declare the following facts to be true and correct and if called as a
witness would testify competently to the same:

1. I am employed as a Project Manager by Simpluris, Inc. ("Simpluris"), the
settlement administrator in the above-entitled action. My business address is 3194-C Airport Loop
Drive, Costa Mesa, CA 92626. My telephone number is (714) 640- 5624. I am over 21 years of
age and authorized to make this declaration on behalf of Simpluris and myself.

2. Simpluris is a Class Action Settlement Administration company headquartered in
Costa Mesa, California. It was founded by individuals who have each managed hundreds of

1 settlements along with professionals in the areas of software development, third-party claims
2 administration, mail-house operations and call center support management.

3 3. Simpluris was appointed by the Court as Settlement Administrator to administer the
4 settlement in accordance with the terms of the Class Action Settlement Agreement entered into by
5 the parties (the “Settlement”). Simpluris has been responsible, among other things, for:
6 (a) printing and mailing the Notice of Settlement of Class Action, Exclusion Form and Objection
7 Form (“Notice Packet”), (b) receiving undeliverable Notice Packets; (c) receiving and validating
8 requests for exclusion; (d) and answering questions from Class Members; (e) emailing counsel
9 with weekly reports. If the Court grants final approval of the Settlement, Simpluris will be
10 responsible, among other things, for: (f) calculating individual settlement payments, distributing
11 funds, and tax-reporting following final approval; (g) mailing settlement checks; (h) and for such
12 other tasks as the Parties mutually agree or the Court orders Simpluris to perform.
13
14

15 NOTIFICATION TO THE CLASS

16 4. On July 25, 2022, Simpluris received the Court-approved Notice Packet from
17 Plaintiff Counsel. The Class Notice advised Class Members of their right to opt out from the
18 Settlement, object to the Settlement, or do nothing, and the implications of each such action. The
19 Class Notice advised Class Members of applicable deadlines and other events, including the Final
20 Approval Hearing, and how Class Members could obtain additional information. The Notice
21 Packet was pre-printed with the name and address of the Class Member, work weeks used to
22 calculate his/her estimated settlement share, his/her estimated individual settlement share and
23 instructions for challenging the work weeks. A true and correct copy of the Notice Packet in
24 English and Spanish is attached hereto as **Exhibit “A”**.
25
26

27 5. On July 29, 2022, Simpluris received data files containing two hundred eighty-six
28 (286) class members from Defense Counsel to be used for the mailing (“Class List”). The Class List

1 contained the names, last known mailing addresses, telephone numbers, Social Security numbers,
2 and work weeks worked during the Class Period. The mailing addresses contained in the Class List
3 were processed and updated utilizing the National Change of Address Database (“NCOA”)
4 maintained by the U.S. Postal Service. Of those two hundred eighty-six (286), Simpluris was able to
5 update forty-seven (47) new addresses. The NCOA contains requested changes of address filed with
6 the U.S. Postal Service. In the event that any individual had filed a U.S. Postal Service change of
7 address request, the address listed with the NCOA was utilized in connection with the mailing of the
8 Notices.
9

10 6. On August 10, 2022, after updating the mailing addresses through the NCOA, Notice
11 Packets were mailed via First Class Mail to the two hundred eighty-six (286) Class Members
12 contained in the Class Member Data List. The Notice Packet advised the Class Members that their
13 postmark deadline to submit a Request for Exclusion or Opt-Out or a written objection to the
14 Settlement was September 24, 2022 (“Response Period”).
15

16 7. A toll-free telephone number was included in the Class Notice for the purpose of
17 allowing the Class Members to call Simpluris and to make inquiries regarding the Settlement. The
18 system is accessible 24 hours a day, 7 days a week, and will remain in operation throughout the
19 settlement process. Callers have the option to speak with a live call center representative in English
20 or Spanish during normal business hours or to leave a message and receive a return call during non-
21 business hours. The toll-free telephone number included in the Class Notice was (888) 369-3780.
22

23 8. As of this date, fourteen (14) Notice Packets were returned by the post office which
24 none were returned with a forwarding address. For fourteen (14) Class Notices without
25 forwarding addresses, Simpluris performed an advance address search (i.e. skip trace) to locate an
26 updated address using Accurant. Simpluris used the Class Member’s name and previous address
27 to locate an updated address. Through the advance address searches, Simpluris was able to locate
28

1 thirteen (13) updated addresses. Ultimately, there was one (1) Class Notices that were
2 undeliverable.

3 **EXCLUSIONS, OBJECTIONS, & DISPUTES**

4 9. As of this date, Simpluris has not received any valid request for exclusion from the
5 Settlement.
6

7 10. As of this date, Simpluris has not received any dispute regarding a Class Member's
8 Qualifying Workweeks.

9 11. Class Members who wished to object to the settlement were directed to submit a
10 written objection to Simpluris, at which point Simpluris would forward the objection to counsel
11 for their records and filing with the court. As of this date, Simpluris has not received any
12 objections.
13

14 **BREAKDOWN OF SETTLEMENT FUND**

15 12. The Net Settlement Amount available to Settlement Class Members is estimated to
16 be \$1,356,846.52 and was calculated by subtracting the requested attorneys' fees (\$600,000), the
17 amount allocated for litigation costs and expenses (\$11,903.48), the requested Enhancement
18 Payment (\$5,000), the requested Settlement Administration Costs (\$7,500), and the PAGA
19 Payment (\$18,750) from the Gross Settlement Amount (\$2,000,000).
20

21 13. Pursuant to the Agreement, 25% of the PAGA Payment (\$6,250) will be allocated
22 to Aggrieved Employees who do not opt-out of the Class Settlement ("Employee PAGA
23 Amount"). The Employee PAGA Amount is allocated on a *pro rata* basis using their PAGA
24 Workweeks.
25

26 14. The *highest* Individual Settlement Share to a Settlement Class Member is currently
27 estimated to be approximately \$8,405.54 the *average* Individual Settlement Share is currently
28 estimated to be approximately \$4,744.22. These amounts are subject to employee-side tax and

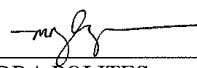
1 withholdings.

2 15. As of this date, the estimated Employer Share of Payroll taxes that will be paid by
3 Defendant in addition to the Gross Settlement Fund is approximately \$88,916.52.

4 **ADMINISTRATION COSTS**

5 16. Simpluris' total costs for services in connection with the administration of this
6 Settlement, including fees incurred and anticipated future costs for completion of the
7 administration, are \$4,000 or \$7,500 should there be a second distribution of checks. Simpluris'
8 work in connection with this matter will continue with the calculation of the settlement checks,
9 issuance and mailing of those settlement checks, etc., and to do the necessary tax reporting on such
10 payments. A true and correct copy of an invoice from Simpluris is attached hereto as **Exhibit**
11 **"B."**
12
13
14

15 I declare under penalty of perjury under the laws of the State of California that the foregoing
16 is true and correct. Executed this 15th day of September 2022, in Costa Mesa, California.
17
18

19 
20 CASSANDRA POLITES

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
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CLASS ACTION - COMPLEX

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

**EXHIBIT "C" TO THE DECLARATION
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SETTLEMENT AND FOR ATTORNEY'S
FEES, COSTS, & PLAINTIFF'S
ENHANCEMENT**

Hearing Date: October 12, 2022

Hearing Time: 10:00 A.M.

Dept.: 21

Action Filed: June 23, 2021

Matter	Description	Judgment Unrecovered	Attys Fees Recovered	Costs Recovered	Attys Fees Spent/Entitled to	Costs Spent	Attys Fees Difference	Cost Difference	Total Attys Fees & Cost Unrecovered
Romo Ramos v. Meadowood Resort, LLC Case No. 20CV000685 Napa Superior Court	PAGA action; Meadowood Resort suffered not only from the COVID-19 pandemic but also from wildfire that hit Calistoga in 2020.	\$ -	\$ 18,331.50	\$ 3,272.75	\$ 69,438.00	\$ 3,272.75	\$ (51,106.50)	\$ -	\$ (51,106.50)
Chavez, et al. v. J.R. Produce Case No. CIV464121 San Mateo Superior Court	Wage and Hour Class Action – \$1.9 million Judgment obtained after Court Trial; successor liability obtained; successor filed for reorganization; no recovery	\$ (1,900,000.00)	\$ -	\$ -	\$ 267,850.00	\$ 68,590.00	\$ (267,850.00)	\$ (68,590.00)	\$ (336,440.00)
Bailon, et al. v. Forge Pizza Case No. RG16811165 Alameda Superior Court	Wage and Hour Class Action; business in dire financial conditions; the COVID-19 pandemic affected their ability to pay in a timely manner	\$ -	\$ 59,994.00	\$ 8,006.59	\$ 176,757.00	\$ 8,006.59	\$ (116,763.00)	\$ -	\$ (116,763.00)
Reyes, et al. v. Amici's MT, Inc. Case No. CIV526217 San Mateo Superior Court	The parties engaged in forensic accounting of their claim of financial distress; recovery and fees were compromised	\$ -	\$ 120,000.00	\$ 24,528.71	\$ 348,586.50	\$ 24,528.71	\$ (228,586.50)	\$ -	\$ (228,586.50)
Viala v. Beresford Corporation, et al. Case No. CGC-19-573774 San Francisco Superior Court	Wage and Hour Class Action; fees exceeded the fees recovered	\$ -	\$ 113,372.00	\$ 9,197.40	\$ 133,404.50	\$ 9,197.40	\$ (20,032.50)	\$ -	\$ (20,032.50)
Delfin, et al. v. ASD Estates, Inc., et al. Case No. CIV537203 San Mateo Superior Court	Multi-Plaintiff action; Defendants did not pay the settlement reached; currently pursuing breach of contract	\$ (325,000.00)	\$ -	\$ -	\$ 130,000.00	\$ 29,844.30	\$ (130,000.00)	\$ (29,844.30)	\$ (159,844.30)
Vallejo, et al. v. JVTM Care, LLC, et al. Case No. C12-00194 Contra Costa Superior Court	Individual wage and hour lawsuit against a caregiver Defendant	\$ (80,479.09)	\$ -	\$ -	\$ (26,360.46)	\$ 1,389.79	\$ 26,360.46	\$ (1,389.79)	\$ 24,970.67
Depio v. Home Health Advocates, Inc., et al. Case No. CGC-13-535855 San Francisco Superior Court	Individual wage and hour lawsuit against a caregiver Defendant	\$ (437,567.88)	\$ -	\$ -	\$ (145,148.08)	\$ 2,080.09	\$ 145,148.08	\$ (2,080.09)	\$ 143,067.99
Ponce, et al. v. L.A. Security Services, Inc. Case No. RG11579313 Alameda Superior Court	Individual wage and hour lawsuit against a security services Defendant	\$ (110,584.90)	\$ -	\$ -	\$ (36,554.42)	\$ 910.68	\$ 36,554.42	\$ (910.68)	\$ 35,643.74
Falcon Chan v. FS&S Corporation, et al. Case No. CGC-10-501857 San Francisco Superior Court	Unpaid judgment in individual wage and hour lawsuit against a restaurant Defendant	\$ (65,407.67)	\$ -	\$ -	\$ (21,468.49)	\$ 995.75	\$ 21,468.49	\$ (995.75)	\$ 20,472.74
Martinez Ramos v. Arman, et al. Case No. CGC-12-519689 San Francisco Superior Court	A default judgment was entered for Plaintiff's wage and hour claims.	\$ (39,406.49)	\$ -	\$ -	\$ 19,240.00	\$ 1,019.81	\$ (19,240.00)	\$ (1,019.81)	\$ (20,259.81)
TOTAL		\$ (2,958,446.03)	\$ 311,697.50	\$ 45,005.45	\$ 915,744.55	\$ 149,835.87	\$ (604,047.05)	\$ (104,830.42)	\$ (708,877.47)

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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 "D" TO THE DECLARATION
OF ARLO URIARTE IN SUPPORT OF
PLAINTIFF'S MOTIONS FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND FOR ATTORNEY'S
FEES, COSTS, & PLAINTIFF'S
ENHANCEMENT**

Hearing Date: October 12, 2022

Hearing Time: 10:00 A.M.

Dept.: 21

Action Filed: June 23, 2021

Table of Hours Worked

	Pre-Litigation Investigation	Complaint Drafting & Answer Review	Case Management (including working with Settlement Admin)	Informal Information Exchange	Mediation (including prep) and Settlement Agreement	Damage Model	Declaration Gathering	Approval Motions	Total
Arlo Uriarte	24.8	11.9	1.3	40.8	19.5	12.2	14.2	12.4	137.1
Luiseth Contreras	6.5	2.4	6.7	12.4	9.5	0.00	60.8	0.00	98.3
Kristoffer Solomon	0.00	0.00	0.00	2.7	0.00	52.8	0.00	0.00	55.5
Nick Aguilar	17.2	4.5	9.9	18.1	29.5	.8	25.4	49.2	154.6
TOTAL	48.5	38.8	17.9	74	58.5	65.8	100.4	61.6	445.5

	Rate	Total
Arlo Uriarte	\$ 800	\$ 109,680
Luiseth Contreras	\$ 280	\$ 27,524
Kristoffer Solomon	\$ 240	\$ 13,320
Nick Aguilar	\$ 500	\$ 77,300
TOTAL		\$ 227,824.00

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7 **Attorneys for Plaintiff Herrada**

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
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CLASS ACTION - COMPLEX

[Assigned for All Purposes to the Hon.
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OF ARLO URIARTE IN SUPPORT OF
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SETTLEMENT AND FOR ATTORNEY’S
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Herrada v. McWane, Alameda Superior Court Case No, RG21103064

Expense Detail

Date	Description	Quantity	Rate	Total
3/8/2021	PAGA Filing Fee Filing Fee	1	\$75.00	\$75.00
3/8/2021	Postage for PAGA Cert Fee Postage	1	\$6.96	\$6.96
3/8/2021	PAGA copies to file and cert mail Copying	24	\$0.15	\$3.60
3/24/2021	226 Records scanned Scanning	562	\$0.15	\$84.30
7/10/2021	Civil Case Cover Sheet Filed for Juan Herrada Summons Issued and Filed Complaint Complex - Other Employment Filed E124 - Other	1	\$1,462.00	\$1,462.00
8/25/2021	Joint Case Management Statement Filed Alameda courts CA E124 - Other	1	\$5.00	\$5.00
1/31/2022	Jeffrey A. Ross Invoice#2214 dated 1/19/2022 Mediation date 3/9/22 plaintiff's portion Mediation Fees	1	\$9,000.00	\$9,000.00
2/1/2022	Scanning	12	\$0.15	\$1.80
2/4/2022	Copying	233	\$0.15	\$34.95
2/4/2022	Postage	229	\$0.53	\$121.37
2/4/2022	Postage	4	\$1.96	\$7.84
2/8/2022	Postage	102	\$0.53	\$54.06
2/8/2022	Copying	102	\$0.15	\$15.30
2/11/2022	Postage	1	\$1.76	\$1.76
2/11/2022	Postage	1	\$0.53	\$0.53

Date	Description	Quantity	Rate	Total
2/11/2022	Copying	3	\$0.15	\$0.45
2/16/2022	Jeffrey A. Riross Invoice#2239 Conference Room Rental Fee paid through ACH Mediation Fees	1	\$375.00	\$375.00
2/18/2022	Copying	3	\$0.15	\$0.45
2/18/2022	Postage	1	\$0.53	\$0.53
2/18/2022	Postage	1	\$1.36	\$1.36
3/1/2022	Westlaw March 2022 E106 - Online research	1	\$46.70	\$46.70
3/8/2022	Copying	318	\$0.15	\$47.70
3/9/2022	Westlaw March 2022 E106 - Online research	1	\$24.81	\$24.81
3/15/2022	One Legal Fee Credit Sale#03928217 dated 3/15 Notice of Settlement paid through Amex E124 - Other	1	\$20.02	\$20.02
3/15/2022	Scanning	3	\$0.15	\$0.45
4/13/2022	Westlaw April 2022 E106 - Online research	1	\$29.93	\$29.93
5/10/2022	One Legal Fee Credit Sale#04063631 dated 5/10 Proof of Service (not Summons and Complaint) paid through Amex E124 - Other	1	\$22.08	\$22.08
5/10/2022	One Legal Fee Credit Sale#04062861 dated 5/10 Case Management Statement paid through Amex E124 - Other	1	\$22.08	\$22.08
5/10/2022	One Legal Fee Credit Sale#04068244 dated 5/10 Motion for Preliminary Approval of Settlement, Declaration (Declaration of Arlo Uriarte in Support of Prelim Approval) paid through Amex E124 - Other	1	\$59.97	\$59.97

Date	Description	Quantity	Rate	Total
5/11/2022	One Legal Fee Credit Sale#04066467 dated 5/11 Motion for Preliminary Approval of Settlement, Declaration paid through Amex E124 - Other	1	\$83.85	\$83.85
6/23/2022	One Legal Fee Credit Sale#04166044 dated 6/23 Proof of Service (not Summons and Complaint) paid through Amex Filing Fee	1	\$22.08	\$22.08
6/24/2022	One Legal Fee Credit Sale#04170786 dated 6/24 Supplemental Declaration paid through Amex Filing Fee	1	\$22.08	\$22.08
6/24/2022	One Legal fee Credit Sale304169367 dated 6/24 Supplemental Declaration paid through Amex Filing Fee	1	\$14.93	\$14.93
7/8/2022	One Legal Fee Credit Sale#04200690 dated 7/8 Order paid through Amex Filing Fee	1	\$22.08	\$22.08
7/15/2022	Scanning	4	\$0.15	\$0.60
9/19/2022	POS- Motion Att. Fees	1	\$22.08	\$22.08
9/19/2022	Motion Att. Fees	1	\$83.85	\$83.85
9/19/2022	POS- Motion Final Approval	1	\$22.08	\$22.08
9/19/2022	Motion Final Approval- filing	1	\$83.85	\$83.85
			Expenses Total	\$11,903.48