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

JOEY REYES, individually, and on behalf of
other members of the general public similarly
situated,

Plaintiff,

vs.

VALLEY CHROME PLATING, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 22CECG01415

*Assigned for all purposes to the Honorable
Kristi Culver Kapetan, Dept. 502*

**JOINT STIPULATION OF CLASS
ACTION AND PAGA SETTLEMENT**

Complaint Filed: May 9, 2022
Trial Date: Not set

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5 Attorneys for Defendant
6 VALLEY CHROME PLATING, INC.
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1 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

2 This Joint Stipulation of Class Action and PAGA Settlement is entered into by and between
3 Plaintiff Joey Reyes, individually and on behalf of the Class, and Defendant Valley Chrome Plating,
4 Inc.

5 **DEFINITIONS**

6 1. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Class Action
7 and PAGA Settlement.

8 2. “Action” refers to the court action entitled *Joey Reyes v. Valley Chrome Plating, Inc.*,
9 Fresno County Superior Court Case No. 22CECG01415.

10 3. “Class Counsel” means S. Emi Minne and Jill J. Parker of Parker & Minne, LLP and
11 Edwin Aiwarzian, Arby Aiwarzian, Joanna Ghosh, and Yasmin Hosseini of Lawyers for Justice, PC,
12 who will seek to be appointed as counsel for the Class.

13 4. “Class Counsel’s Fees and Costs” means attorneys’ fees for Class Counsel’s litigation
14 and resolution of the Action and their expenses and costs incurred in connection with the Action,
15 which shall be paid from the Gross Settlement Amount. Class Counsel will request attorneys’ fees not
16 to exceed Thirty-Five Percent (35%) of the Gross Settlement Amount (i.e., \$420,000.00), and the
17 reimbursement of reasonable and actual costs and expenses associated with the litigation and
18 settlement of the Action, not to exceed \$30,000.00, subject to the Court’s approval. Defendant has
19 agreed not to oppose Class Counsel’s request for fees and reimbursement of costs and expenses in the
20 amounts set forth above.

21 5. “Class List” means a complete list of all Class Members and PAGA Members that
22 Defendant will diligently and in good faith compile from their records and provide to the Settlement
23 Administrator within fourteen (14) calendar days after Preliminary Approval of this Settlement. The
24 Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include all Class
25 Members’ and PAGA Members’: (1) full name; (2) last known home address;(3) social security
26 number; (4) start and end dates of active employment as a non-exempt employee of Defendant in the
27 State of California; (5) total Workweeks during the Class Period; (6) total Workweeks during the
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1 PAGA Period; and (7) any other information required by the Settlement Administrator in order to
2 effectuate the terms of the Settlement.

3 6. “Class” or “Class Members” means all current and former hourly-paid, non-exempt
4 employees of Defendant, whether hired directly by Defendant or indirectly by agreement with a
5 staffing agency, who were employed by Defendant in the State of California at any time during the
6 Class Period.

7 7. “Class Period” means the period commencing on May 9, 2018, and ending on July 26,
8 2023.

9 8. “Class Representative Enhancement Payment” means the amount that the Court
10 authorizes to be paid to Plaintiff Joey Reyes, in addition to his Individual Class Payment, in recognition
11 of the efforts and risks he has taken in assisting with the prosecution of the Action and in exchange
12 for the General Release of his claims as provided herein.

13 9. “Court” means the Superior Court of the State of California for the County of Fresno.

14 10. “Defendant” refers to Valley Chrome Plating, Inc.

15 11. “Defendant’s Counsel” means Laura A. Wolfe of McCormick, Barstow, Sheppard,
16 Wayte & Carruth LLP.

17 12. “Effective Date” means the date by when both of the following have occurred: (a) the
18 Court enters the Final Approval Order and Judgment; and (b) the Final Approval Order and Judgment
19 is final. The Final Approval Order and Judgment is final as of the latest of the following occurrences:
20 (a) if no Participating Class Member objects to the Settlement, the day the Court enters Final Approval
21 Order and Judgment; (b) if one or more Participating Class Members objects to the Settlement, the
22 day after the deadline for filing a notice of appeal from the Final Approval Order and Judgment; or if
23 a timely appeal from the Final Approval Order and Judgment is filed, the day after the appellate court
24 affirms the Final Approval Order and Judgment and issues a remittitur.

25 13. “Final Approval” means the date the Court enters an order granting final approval of
26 the Settlement Agreement.

27 14. “Final Approval Order and Judgment” mean the judgment and order entered by the
28 Court upon Final Approval of the Settlement Agreement, which will be a judgment for purposes of

California Rule of Court, Rule 3.771(a) and constitute approval pursuant to California Rule of Court, Rule 3.769(a).

15. “Gross Settlement Amount” means the sum of One Million Two Hundred Thousand Dollars and Zero Cents (\$1,200,000.00) to be paid by Defendant in full satisfaction of all of Defendant’s liabilities in the Action, including Class Counsel’s Fees and Costs, Class Representative Enhancement Payments, Payments to Class Members, PAGA Penalties, and Settlement Administration Costs. The Gross Settlement Amount does not include any employer-side taxes and withholdings, which will be calculated by the Settlement Administrator and separately paid for by Defendant.

16. “Individual Class Payment” means a Participating Class Members’ pro-rata share of the Net Settlement Amount.

17. “Individual PAGA Payment” means a PAGA Member’s pro-rata share of the 25% portion of PAGA Penalties to be paid to PAGA Members.

18. “Net Settlement Amount” means the funds available for payments to Participating Class Members, which shall be the amount remaining after the following amounts are deducted from the Gross Settlement Amount: (1) Class Counsel’s fees, (2) Class Counsel’s costs, (3) Settlement Administration Costs, (4) Class Representative Enhancement Payment to Plaintiff; and (5) the PAGA Penalties to the LWDA and PAGA Members.

19. “Notice” means the Notice of Class Action Settlement in a form substantially similar to the form attached hereto as Exhibit A, that will be mailed to Class Members’ and PAGA Members’ last known addresses and which will provide Class Members and PAGA Members with information regarding the Action and information regarding the settlement of the Action.

20. “PAGA” means the California Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.*

21. “PAGA Members” means all current and former non-exempt employees of Defendant who were employed by Defendant in the state of California at any time during the PAGA Period.

22. “PAGA Notice” refers to the notice letter submitted to the LWDA by Plaintiff on September 30, 2021.

1 23. “PAGA Penalties” means the amount that the Parties have agreed to allocate in order
2 to settle claims arising under the Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, et
3 seq.) (“PAGA”). The Parties have agreed that One Hundred Twenty Thousand Dollars (\$120,000.00)
4 of the Gross Settlement Amount will be allocated to the resolution of Plaintiff’s PAGA Claims.
5 Seventy Five Percent (75%) of this amount (\$90,000.00) will be paid to the California Labor and
6 Workforce Development Agency in accordance with Labor Code §§ 2698 *et seq.* Twenty Five Percent
7 (25%) of this amount (\$30,000.00), will be distributed to PAGA Members. PAGA Members will
8 receive payment from the employee portion of the PAGA Penalties regardless of their decision to
9 participate in the class action if the PAGA Penalties are approved by the Court.

10 24. “PAGA Period” means the period commencing on May 9, 2021, and ending on July
11 26, 2023.

12 25. “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean either
13 Plaintiff or Defendant, individually.

14 26. “Participating Class Members” means all Class Members who do not submit valid and
15 timely Requests for Exclusion.

16 27. “Plaintiff” means Plaintiff Joey Reyes, who will seek to be appointed as the
17 representative for the Class.

18 28. “Preliminary Approval” means the date the Court enters an order granting preliminary
19 approval of the Settlement Agreement.

20 29. “Objection” means a Class Member’s valid and timely written objection to the
21 Settlement Agreement. For an Objection to be valid, it must include: (a) the objector’s full name,
22 address, telephone number, last four digits of the employee’s social security number or employee ID
23 number and (b) a written statement of all grounds for the objection accompanied by legal support, if
24 any, for such objection.

25 30. “Released Class Claims” means all claims, rights, demands, liabilities and causes of
26 action that are alleged, or reasonably could have been alleged based on the factual allegations and
27 claims asserted in the Action arising during the Class Period, including but not limited to the following
28 claims: (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); (2) Violation of

California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums); (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid); (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment); (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements); (8) Violation of California Labor Code § 1174(d) (Failure to Keep Requisite Payroll Records); (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses); and (10) Violation of California Business & Professions Code §§ 17200, *et seq.* based on violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 2800, and 2802.

31. “Released PAGA Claims” means any and all claims for the recovery for civil penalties, attorneys’ fees and costs permissible under PAGA which Plaintiff and/or the PAGA Members had, or may claim to have, against Released Parties, arising out of the violations alleged in the Complaint or the PAGA Notice during the PAGA Period, including but not limited to failure to pay overtime compensation, failure to pay minimum wages, failure to provide compliant meal and rest breaks, failure to pay meal and rest period premiums, failure to pay all wages owed at discharge or resignation; failure to timely pay wages during employment; failure to provide complete and accurate wage statements; failure to keep complete and accurate payroll records; failure to reimburse necessary business-related expenses; and violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.3, 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2698, *et seq.*, 2800, and 2802 and the Industrial Welfare Commission Orders.

32. “Released Parties” means Defendant Valley Chrome Plating, Inc. and its past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

33. “Request for Exclusion” means a valid and timely written statement submitted by a Class Member requesting to be excluded from the Action.

1 34. “Response Deadline” means the date sixty (60) days after the Settlement Administrator
2 mails Notice to Class Members, which shall be the last date on which Class Members may submit
3 Requests for Exclusion, written objections to the Settlement, or Workweek Disputes to the Settlement
4 Administrator via mail, facsimile, or e-mail. In the event the 60th day falls on a Sunday or Federal
5 holiday, the Response Deadline will be extended to the next day on which the U.S. Postal Service is
6 open. The Response Deadline for Requests for Exclusion or objections will be extended fifteen (15)
7 calendar days for any Class Member who is re-mailed a Notice by the Settlement Administrator, unless
8 the 15th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be
9 extended to the next day on which the U.S. Postal Service is open. The Response Deadline may also
10 be extended by express agreement between Class Counsel and Defendant’s Counsel. Under no
11 circumstances, however, will the Settlement Administrator have the authority to unilaterally extend
12 the deadline for Class Members to submit a Request for Exclusion or objection to the Settlement.

13 35. “Settlement” means the disposition of the Action pursuant to this Agreement.

14 36. “Settlement Administrator” means Phoenix Class Action Administration Solutions.
15 The Parties each represent that they do not have any financial interest in the Settlement Administrator
16 or otherwise have a relationship with the Settlement Administrator that could create a conflict of
17 interest.

18 37. “Settlement Administration Costs” mean the costs payable from the Gross Settlement
19 Amount to the Settlement Administrator for administering this Settlement, including, but not limited
20 to, printing, distributing, and tracking documents for this Settlement, calculating/confirming the class
21 member Workweeks from the information contained in the Class List, calculating each Participating
22 Class Member’s Individual Class Payment, calculating each PAGA Member’s Individual PAGA
23 Payment, tax reporting, distributing the Gross Settlement Amount, providing necessary reports and
24 declarations, and other duties and responsibilities set forth herein to process this Settlement. It is
25 currently estimated that Settlement Administration Costs shall not exceed \$22,500.00.

26 38. “Workweek” shall mean any calendar week (i.e. a week beginning on Sunday and
27 ending on Saturday) in which a Class Member or PAGA Member worked at least 1 day for Defendant.

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RECITALS

39. On September 30, 2021, Plaintiff provided written notice to the California Labor & Workforce Development Agency (“LWDA”) and Defendant of Defendant’s alleged violations of the California Labor Code and of Plaintiff’s intent to seek civil penalties pursuant to PAGA.

40. On May 9, 2022, Plaintiff filed a putative class action complaint against Defendant in the Superior Court for the State of California, County of Fresno entitled *Joey Reyes v. Valley Chrome Plating, Inc.*, Case No. 22CECG01415. On May 11, 2023, Plaintiff filed a First Amended Complaint in the Action, which alleges the following eleven (11) causes of action: (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums); (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid); (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment); (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements); (8) Violation of California Labor Code § 1174(d) (Failure to Keep Requisite Payroll Records); (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses); (10) Violation of California Business & Professions Code §§ 17200, et seq.; and (11) Violation of California Labor Code §§ 2698, et seq. (Labor Code Private Attorneys General Act of 2004).

41. Defendant denies the allegations in the complaint in the Action and PAGA Notice, denies any failure to comply with the laws identified in in the operative complaint in the Action and PAGA Notice, and denies any and all liability for any of the causes of action pled and facts asserted in the Action and PAGA Notice.

42. Following the filing of the Action, the Parties met and conferred with respect to potential resolution of this Action, and agreed to engage in private mediation. Prior to mediation, Class Counsel diligently investigated the claims against Defendant, including any and all applicable defenses and the applicable law. This investigation included, *inter alia*, the exchange of informal discovery, review of numerous corporate policies and practices, and analysis of a 20% sampling of the time and payroll records for the putative class. Class Counsel’s investigation was sufficient to satisfy the criteria

1 for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal.App.4th 1794, 1801 (1998) and
2 *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-130 (2008).

3 43. On April 27, 2023, the Parties participated in a private mediation with Paul Grossman,
4 Esq., a respected mediator with extensive experience in complex wage and hour litigation. Mr.
5 Grossman's supervision of the mediation and negotiations was critical in managing the expectations
6 of the Parties, and in providing a useful and neutral analysis of the case to both Parties. After a full
7 day of negotiations, the Parties reached an agreement to settle this matter on a class-wide basis, the
8 material terms of which are now fully memorialized in this Agreement.

9 44. The settlement discussions during and after mediation were conducted at arms-length,
10 and this Agreement is the result of an informed and detailed analysis of Defendant's potential liability
11 in relation to the costs and risks associated with continued litigation.

12 45. Based on data produced pursuant to formal and informal discovery, as well as Class
13 Counsel's own independent investigation and evaluation, Plaintiff and Class Counsel believe that the
14 Settlement for the consideration and terms set forth in this Agreement is fair, reasonable and adequate,
15 and is in the best interests of the Class in light of all known facts and circumstances.

16 46. This Agreement is made and entered into by and between Plaintiff individually and on
17 behalf of the Class, and Defendant, and is subject to the terms and conditions hereof, and to the Court's
18 approval. The Parties expressly acknowledge that this Agreement is entered solely for the purpose of
19 compromising significantly disputed claims and that nothing herein is an admission of liability or
20 wrongdoing by Defendant. If for any reason this Agreement is not approved, it will be of no force or
21 effect, and the Parties shall be returned to their original respective positions.

22 **TERMS OF AGREEMENT**

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

25 47. Class Certification for Settlement Purposes Only: Solely for purposes of Settlement of
26 the Action, the Parties stipulate and agree that the requirements for establishing class certification with
27 respect to the Class have been satisfied, and stipulate and agree to certification of the Class. The Parties
28 further agree to the designation of Parker & Minne, LLP and Lawyers for Justice, P.C. as counsel for

1 the Class. Should the Settlement not be approved or is terminated, the fact that the Parties were willing
2 to stipulate to class certification as part of the Settlement shall have no bearing on, and shall not be
3 admissible in connection with, the issue of whether a class should be certified in a non-settlement
4 context in this Action.

5 48. Settlement Consideration: Defendant shall fund the Gross Settlement Amount and all
6 applicable employer-side payroll taxes following Final Approval by the Court and the occurrence of
7 the Effective Date, in accordance with paragraph 50, below. The following will be paid out of the
8 Gross Settlement Amount: the sum of the Individual Class Payments, the Class Representative
9 Enhancement Payment, Class Counsel's Fees and Costs, the PAGA Penalties, and the Settlement
10 Administration Costs, as specified in this Agreement. Except for any employer-side taxes due on the
11 Individual Class Payments, or as a result of an increase in the number of workweeks as set forth in
12 Paragraph 49 below, Defendant shall not be required to pay more than the Gross Settlement Amount.
13 The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Amount will
14 revert to Defendant.

15 49. Potential Increase to the Gross Settlement Amount: The Gross Settlement Amount is
16 based on Defendant's certification that there are a total of 2,305 Class Members who worked a total
17 of 42,310 Workweeks during the Class Period through the date of mediation ("Certified Workweek
18 Amount"). Should the actual number of Workweeks for Class Members during the Class Period
19 exceed the Certified Workweek Amount by more than ten percent (10%) (i.e., final total Workweeks
20 increased by more than 4,231 Workweeks), then the Gross Settlement Amount shall increase
21 proportionally to the actual percentage increase between the Certified Workweek Amount and the
22 number of actual Workweeks worked by the Class Members. For example, if the number of
23 Workweeks increases by 11% to 46,964 Workweeks, the Gross Settlement Amount will increase by
24 1% to \$1,212,000.00.

25 50. Funding of the Gross Settlement Amount: Within seven (7) calendar days of Final
26 Approval, Defendant shall provide all information necessary for the Settlement Administrator to
27 calculate necessary payroll taxes including its official name, 8-digit state unemployment insurance tax
28 ID number, and other information requested by the Settlement Administrator. No later than thirty (30)

1 days after the Effective Date, Defendant shall deposit the Gross Settlement Amount and all applicable
2 employer-side payroll taxes into a Qualified Settlement Fund (“QSF”) to be established by the
3 Settlement Administrator.

4 51. Distribution of the Gross Settlement Amount: Within ten (10) calendar days of receipt
5 of the Gross Settlement Amount from Defendant, the Settlement Administrator will distribute
6 payments from the Gross Settlement Amount for: (a) Individual Class Payments; (b) Individual PAGA
7 Payments; (c) PAGA Penalties to the LWDA; (d) the Class Representative Enhancement Payment; (e)
8 Class Counsel’s Fees and Costs; and (f) Settlement Administration Costs.

9 52. Attorneys’ Fees and Costs: Defendant agrees not to oppose any application or motion
10 by Class Counsel for attorneys’ fees of not more than thirty-five percent (35%) of the Gross Settlement
11 Amount, i.e. Four Hundred Twenty Thousand Dollars and Zero Cents (\$420,00.00), plus the
12 reimbursement of costs and expenses associated with the litigation and settlement of the Action, in an
13 amount not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00), both of which will be
14 paid from the Gross Settlement Amount. Any portion of the requested fees or costs that are not
15 awarded to the Class Counsel shall be reallocated to the Net Settlement Amount and distributed to
16 Participating Class Members as provided in this Agreement.

17 53. Class Representative Enhancement Payment: Defendant agrees not to oppose or object
18 to any application or motion by Plaintiff for a Class Representative Enhancement Payment of Seven
19 Thousand Five Hundred Dollars and Zero Cents (\$7,500.00). The Class Representative Enhancement
20 Payment is intended to recognize the Plaintiff’s time, effort, and risk in bringing and prosecuting the
21 Action, as well as the General Release of Plaintiff’s individual claims against Defendant. Any portion
22 of the requested Class Representative Enhancement Payment that is not awarded to Plaintiff shall be
23 reallocated to the Net Settlement Amount and distributed to Participating Class Members as provided
24 in this Agreement.

25 54. Settlement Administration Costs: The Settlement Administrator will be paid for the
26 reasonable costs of administration of the Settlement and distribution of payments from the Gross
27 Settlement Amount as further set forth in this Agreement. Settlement Administration Costs are
28 currently estimated not to exceed \$22,500.00. The Parties acknowledge that Settlement Administration

Costs may increase above the current estimate of \$22,500.00 and that any such additional Settlement Administration Costs will be taken out of the Gross Settlement Amount. Any portion of the requested Settlement Administration Costs that are not awarded to the Settlement Administrator or which are not ultimately required to complete administration of the Settlement shall be reallocated to the Net Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

55. PAGA Penalties: One Hundred Twenty Thousand Dollars and Zero Cents (\$120,000.00) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the PAGA. The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Penalties, or Ninety Thousand Five Hundred Dollars (\$90,000.00), to the California Labor and Workforce Development Agency ("LWDA"). Thirty Thousand Dollars (\$30,000.00), will be distributed to PAGA Members on a *pro rata* basis based on the total number of Workweeks worked by each PAGA Member during the PAGA Period. PAGA Members shall receive their portion of the PAGA Penalties even if they request to be excluded from the class settlement.

56. Net Settlement Amount for Payment of Class Claims: The Net Settlement Amount will be used to satisfy the class portion of Participating Class Members' Individual Class Payments in accordance with the terms of this Agreement. The estimated Net Settlement Amount is as follows:

Gross Settlement Amount	\$	1,200,000.00
Enhancement Payment:	\$	7,500.00
Class Counsel's Fees:	\$	420,000.00
Class Counsel's Costs:	\$	30,000.00
PAGA Penalties	\$	120,000.00
Settlement Administration Costs:	\$	22,500.00
Estimated Net Settlement Amount	\$	600,000.00

57. Individual Class Payment Calculations: Individual Class Payments will be paid from the Net Settlement Amount on a pro-rata basis based on the total Workweeks worked by Participating Class Members during the Class Period. Specifically, the Settlement Administrator will calculate the total Workweeks for all Participating Class Members by adding the number of Workweeks worked by each Participating Class Member during the Class Period. The respective Workweeks for each

Participating Class Member will be divided by the total Workweeks for all Participating Class Members, resulting in the payment ratio for each Participating Class Member. Each Participating Class Member's payment ratio will then be multiplied by the Net Settlement Amount to calculate each Settlement Class Member's estimated Individual Class Payment.

58. Tax Allocation of Individual Class Payments: Individual Class Payments will be allocated as follows: twenty percent (20%) of each Individual Class Payment will be allocated as wages, forty percent (40%) shall be allocated as interest, and forty percent (40%) shall be allocated as penalties. The portion of the Individual Class Payment allocated to wages will be reported by the Settlement Administrator on an IRS Form W-2. The remaining non-wage payments will be reported on an IRS Form-1099 by the Settlement Administrator

59. Individual PAGA Payment Calculations: Individual PAGA Payments will be paid on a pro-rata basis based on the total Workweeks worked by PAGA Members during the PAGA Period. Specifically, the Settlement Administrator will calculate the total Workweeks for all PAGA Members by adding the number of Workweeks worked by each PAGA Member during the PAGA Period. The respective Workweeks for each PAGA Member will be divided by the total Workweeks for all PAGA Members, resulting in the payment ratio for each PAGA Member. Each PAGA Member's payment ratio will then be multiplied by the 25% employee portion of the PAGA Penalties to calculate each PAGA Member's estimated Individual PAGA Payment. PAGA Members shall receive an Individual PAGA Payment regardless of whether they submit a Request for Exclusion.

60. Tax Allocation of Individual PAGA Payments: Individual PAGA Payments are not subject to withholdings and will be reported on an IRS Form 1099 by the Settlement Administrator.

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

1 62. Settlement Administration Process: The Parties agree to cooperate in the administration
2 of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses
3 incurred in administration of the Settlement. The Settlement Administrator will provide the following
4 services:

- 5 a) Establish and maintain a Qualified Settlement Fund.
- 6 b) Calculate the Individual Class Payment each Participating Class Member is
7 eligible to receive.
- 8 c) Calculate the Individual PAGA Payment each PAGA Member shall receive.
- 9 d) Print and mail the Notice in both Spanish and English.
- 10 e) Conduct additional address searches for mailed Notices that are returned as
11 undeliverable.
- 12 f) Process Objections and Requests for Exclusion.
- 13 g) Field inquiries from Class Members.
- 14 h) Print and issue and issue Settlement Payment Checks.
- 15 i) Prepare IRS W2 and 1099 Tax Forms and any other filings required by any
16 governmental taxing authority.
- 17 j) Provide declarations and/or other information to this Court as requested by the
18 Parties and/or the Court.
- 19 k) Provide weekly status reports to counsel for the Parties.
- 20 l) Posting a notice of final judgment online at Settlement Administrator's website.

21 63. Delivery of the Class List: Within fourteen (14) calendar days of Preliminary Approval,
22 Defendant will provide the Class List to the Settlement Administrator. This is a material term of the
23 Agreement, and if Defendant fails to comply, Plaintiff shall have the right to void the Agreement.

24 64. Notice by First-Class U.S. Mail: Within fourteen (14) calendar days after receiving the
25 Class List from Defendant, the Settlement Administrator will mail the Notice to all Class Members
26 via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the
27 Class List.

28 65. Confirmation of Contact Information in the Class List: Prior to mailing, the Settlement

1 Administrator will perform a search based on the National Change of Address Database for
2 information to update and correct for any known or identifiable address changes. Any Notice returned
3 to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent
4 promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement
5 Administrator will indicate the date of such re-mailing on the Notice. If no forwarding address is
6 provided, the Settlement Administrator will promptly attempt to determine the correct address using
7 a skip-trace, or other search using the name, address and/or Social Security number of the Class
8 Member involved, and will then perform a single re-mailing. If any notice sent to a Class Member by
9 the Settlement Administrator is returned as undeliverable to a current employee, then Defendant shall
10 make all reasonable efforts to obtain the current address from the Class Member and provide the same
11 within seven (7) calendar days of notice from the Settlement Administrator. The deadline to submit
12 requests for exclusions, objections, and/or Workweek disputes shall be extended an additional 15 days
13 beyond the 60 days otherwise provided in the Notice for all Class Members whose notice is re-mailed.
14 The Administrator will inform the Class Member of the extended deadline with the re-mailed Notice.

15 66. Notice: All Class Members will be mailed a Notice in English and Spanish,
16 substantially in the form attached hereto as Exhibit A. Each Notice will provide: (a) information
17 regarding the nature of the Action; (b) a summary of the Settlement's principal terms; (c) the Class
18 definition; (d) the total number of Workweeks each respective Class Member worked for Defendant
19 during the Settlement Class Period; (e) each Class Member's estimated Individual Class Payment and
20 the formula for calculating Individual Class Payments; (f) each PAGA Members' estimated Individual
21 PAGA Payment and the formula for calculating Individual PAGA Payments; (g) the dates which
22 comprise the Class Period; (h) the deadlines by which the Class Member must email, fax, or postmark
23 Requests for Exclusion, Objections to the Settlement, or Workweek Disputes; (i) the claims to be
24 released, as set forth herein; and (j) the date for the Final Approval hearing.

25 67. Disputed Information on Notice: Class Members will have an opportunity to dispute
26 the information provided in their Notice. To the extent Class Members dispute the number of
27 Workweeks with which they have been credited or the amount of their Individual Class Payments,
28 Class Members may produce evidence to the Settlement Administrator showing that such information

1 is inaccurate. Absent evidence rebutting Defendant's records, Defendant's records will be presumed
2 determinative. However, if a Class Member produces evidence to the contrary by the Response
3 Deadline, the Parties will evaluate the evidence submitted by the Class Member and the Parties will
4 make the final decision as to the number of eligible Workweeks that should be applied and/or the
5 Individual Class Payments to which the Class Member may be entitled. If the Parties are unable to
6 resolve the dispute, the Settlement Administrator will be the final arbiter of the Workweeks for each
7 Class Member during the Class Period, based on the information provided to it. Class Members must
8 submit any disputes to the number of Workweeks reported on the Notice to the Settlement
9 Administrator via email, facsimile or mail by the Response Deadline.

10 68. Request for Exclusion Procedures: Any Class Member wishing to opt-out from the
11 Action must sign and return a written Request for Exclusion to the Settlement Administrator by the
12 Response Deadline via email, facsimile or mail. The Request for Exclusion must include (a) the Class
13 Member's name, address, telephone number, and the last four digits of the Class Member's Social
14 Security number and/or the Employee ID number and (b) a clear statement requesting to be excluded
15 from the settlement of the class claims similar to the following: "I wish to exclude myself from the
16 class settlement reached in the matter of *Reyes v. Valley Chrome Plating, Inc.* I understand that by
17 excluding myself, I will not receive money from the settlement of my individual claims." The date of
18 the email, fax, or postmark will be the exclusive means to determine whether a Request for Exclusion
19 has been timely submitted. All Requests for Exclusion will be submitted to the Settlement
20 Administrator, who will certify jointly to Class Counsel and Defendant's Counsel the Requests for
21 Exclusion that were timely submitted. All Class Members who do not request exclusion from the
22 Action will be bound by all terms of the Settlement Agreement if the Settlement is granted final
23 approval by the Court. The Request for Exclusion shall not be effective as to the release of claims
24 arising under the Private Attorneys General Act.

25 69. Defective Submissions: If a Class Member's Request for Exclusion is defective as to
26 the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s).
27 The Settlement Administrator will mail the Class Member a cure letter within three (3) business days
28 of receiving the defective submission to advise the Class Member that his or her submission is

defective and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have until the later of (a) the Response Deadline or (b) fourteen (14) calendar days from the date of the cure letter, whichever date is later, to email, fax, or postmark a revised Request for Exclusion. If a Class Member responds to a cure letter by filing a defective claim, then the Settlement Administrator will have no further obligation to give notice of a need to cure. If the revised Request for Exclusion is not emailed, faxed, or postmarked within that period, it will be deemed untimely.

70. Defendant's Right to Rescind: If more than five percent (5%) of the Class Members (rounded to the next whole number) elect not to participate in the Settlement, Defendant may, at its election, rescind the Settlement Agreement and all actions taken in furtherance of it will be thereby null and void. Defendant must meet and confer with Class Counsel prior to exercising this right, and must make clear their intent to rescind the Agreement within fourteen (14) calendar days of the Settlement Administrator notifying the Parties of the final number of opt-outs. If Defendant exercises its right to rescind the Agreement, Defendant shall be responsible for all Settlement Administration Costs incurred to the date of rescission.

71. Settlement Terms Bind All Class Members Who Do Not Opt-Out: Any Class Member who does not affirmatively opt-out of the Settlement by submitting a timely and valid Request for Exclusion will be bound by all of its terms, including those pertaining to the Released Claims, as well as any Final Approval Order and Judgment that may be entered by the Court if it grants final approval to the Settlement. Class Members who opt-out of the Settlement shall not be bound by such Final Approval Order and Judgment or release. The names of Class Members who have opted-out of the settlement shall be disclosed to the Counsel for both Plaintiff and Defendant and noted in the proposed Final Approval Order and Judgment submitted to the Court.

72. Objection Procedures: To object to the Settlement, a Participating Class Member must email, fax, or postmark a valid Objection to the Settlement Administrator on or before the Response Deadline. The Objection must be signed by the Participating Class Member and contain all information required by this Settlement Agreement including the employees full name, address, telephone number, the last four digits of their social security number and/or Employee ID number, and the specific reason including any legal grounds for the Participating Class Members objection. The email, facsimile, or

1 postmark date will be deemed the exclusive means for determining that the Notice of Objection is
2 timely. Participating Class Members who fail to object in the manner specified above will be
3 foreclosed from making a written objection, but shall still have a right to appear at the Final Approval
4 Hearing in order to have their objections heard by the Court. At no time will any of the Parties or their
5 counsel seek to solicit or otherwise encourage Participating Class Members to submit written
6 objections to the Settlement or appeal from the Final Approval Order and Judgment. Class Counsel
7 will not represent any Class Members with respect to any objections to this Settlement.

8 73. Reminders: Not earlier than twenty (20) days or later than thirty (30) days after the
9 initial mailing, the Settlement Administrator will send a Reminder Postcard to all Class Members who
10 have not returned a Request for Exclusion. All Reminder Postcards will include the Response
11 Deadline, and the contact information for Class Counsel and the Settlement Administrator.

12 74. Weekly Reports Regarding Settlement Administration: The Settlement Administrator
13 will provide Defendant's Counsel and Class Counsel a weekly report which certifies: (a) the number
14 of Class Members who have submitted valid Requests for Exclusion; (b) the number of Notices
15 returned and re-mailed; and (c) whether any Class Member has submitted any Objections, Requests
16 for Exclusions, or any challenges to any information contained in the Notice. Additionally, the
17 Settlement Administrator will provide to counsel for both Parties any updated reports regarding the
18 administration of the Settlement Agreement as needed or requested.

19 75. Compliance Declaration by Settlement Administrator: Within two weeks of the
20 Response Deadline, the Settlement Administrator will provide to a signed declaration to Class Counsel
21 and Defendant's counsel attesting to its due diligence and compliance with all of its obligations under
22 this Agreement, including, but not limited to, the mailing of Notice, the Notices returned as
23 undelivered, the re-mailing of Notices, attempts to locate Class Members, the names of the individuals
24 who submitted timely and valid Requests for Exclusion from Settlement, and the number of written
25 objections to the Settlement. The Administrator shall also provide to Class Counsel and Defense
26 Counsel authenticated copies of every written objection and Request for Exclusion that it received.
27 The Administrator will supplement its declaration as needed or requested by the Parties and/or the
28 Court.

1 76. Payment Schedule for All Court Approved Settlement payments: Within three (3)
2 business days of the Court granting Final Approval of the Settlement, the Settlement Administrator
3 will calculate all payments due, and shall provide Defendant's Counsel and Class Counsel with a
4 report on all disbursements to be made under the Settlement.

5 77. Uncashed Settlement Checks: Any checks issued by the Settlement Administrator to
6 Participating Class Members and PAGA Members will be negotiable for at least one hundred eighty
7 (180) calendar days. If a Participating Class Member or PAGA Member does not cash his or her
8 Individual Class Payment check or Individual PAGA Payment check within 180 days, the uncashed
9 funds and accrued interest, if any, subject to Court approval, shall be distributed to CASA of Fresno
10 & Madera Counties, currently located at 2300 Tulare St #210, Fresno, CA 93721 ("Cy Pres Recipient").
11 The Individual Class Payment checks provided to Participating Class Members and Individual PAGA
12 Payment checks provided to PAGA Members shall prominently state the expiration date or a statement
13 that the Settlement Check will expire in one hundred eighty (180) days, or alternatively, such a
14 statement may be made in a letter accompanying the Individual Class Payment and/or Individual
15 PAGA Payment. Expired Individual Class Payments and expired Individual PAGA Payments will not
16 be reissued, except for good cause and as mutually agreed by the Parties in writing. Following the
17 disbursement of the Gross Settlement Amount and expiration of time period for Participating Class
18 Members and Individual PAGA Members to cash their Individual Class Payment and/or Individual
19 PAGA Payment checks, the Parties shall jointly request that the Court amend the Final Approval Order
20 and Judgment to direct Defendant to pay the sum of any unclaimed funds, plus any interest accrued
21 thereon, to the Cy Pres Recipient, consistent with Code of Civil Procedure § 384.

22 78. Administration of Taxes by the Settlement Administrator: The Settlement
23 Administrator will be responsible for issuing to Plaintiff, Participating Class Members, and Class
24 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant
25 to this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll
26 taxes and penalties to the appropriate government authorities.

27 79. Final Distribution Report and Declaration by Settlement Administrator: Within 10
28 calendar days after the Settlement Administrator disburses all funds in the Gross Settlement Amount,

1 the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its
2 disbursements by employee identification number only of all payments made under this Agreement.
3 At least 14 calendar days before any deadline set by the Court, the Settlement Administrator will
4 prepare, and submit to Class Counsel and Defense Counsel, a signed declaration under oath suitable
5 for filing in Court attesting to its disbursement of all payments required under this Agreement. Class
6 Counsel is responsible for filing the Settlement Administrator's Declaration with the Court.

7 80. Tax Liability: Defendant makes no representation as to the tax treatment or legal effect
8 of the payments called for hereunder, and Plaintiff and Participating Class Members are not relying
9 on any statement, representation, or calculation by Defendant or by the Settlement Administrator in
10 this regard. Plaintiff and Participating Class Members understand and agree that they will be solely
11 responsible for the payment of any taxes and penalties assessed on the payments described herein.
12 Defendant's share of any employer payroll taxes and other required employer withholdings due on the
13 Individual Class Payments, including, but not limited to, Defendant's FICA and FUTA contributions,
14 shall be paid separate and apart from the Gross Settlement Amount.

15 81. Circular 230 Disclaimer: Each Party to this Agreement (for purposes of this section,
16 the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an
17 "other party") acknowledges and agrees that: (1) no provision of this Agreement, and no written
18 communication or disclosure between or among the Parties or their attorneys and other advisers, is or
19 was intended to be, nor shall any such communication or disclosure constitute or be construed or be
20 relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31
21 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its
22 own, independent legal and tax counsel for advice (including tax advice) in connection with this
23 Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party
24 or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication
25 or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed
26 on the acknowledging party, and (3) no attorney or adviser to any other Party has imposed any
27 limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless
28 of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax

1 treatment or tax structure of any transaction, including any transaction contemplated by this
2 Agreement.

3 82. No Prior Assignments: The Parties and their counsel represent, covenant, and warrant
4 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
5 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
6 of action or right herein released and discharged.

7 83. Release by Participating Class Members: Upon the complete funding of the Gross
8 Settlement Amount and all applicable employer-side payroll taxes by Defendant, Participating Class
9 Members shall fully release and discharge the Released Parties from any and all Released Class Claims
10 for the Class Period. This release shall be binding on all Participating Class Members.

11 84. Release by PAGA Members, the LWDA and the State of California: Upon the complete
12 funding of the Gross Settlement Amount, all PAGA Members, the LWDA, and State of California
13 shall fully release and discharge the Released Parties from any and all Released PAGA Claims for the
14 PAGA Period. In light of the binding nature of a PAGA judgment on non-party employees pursuant
15 to *Arias v. Superior Ct. (Dairy)*, 46 Cal. 4th 969 (2009), all PAGA Members shall release claims
16 arising under PAGA regardless of their decision to participate in the class settlement. PAGA Members
17 who exclude themselves from the settlement of class claims, shall still receive an Individual PAGA
18 Payment and release all claims for penalties pursuant to the PAGA during the PAGA Period.

19 85. Release of Additional Claims & Rights by Plaintiff: Upon the complete funding of the
20 Gross Settlement Amount, Plaintiff agrees—on behalf of himself only—to the additional following
21 General Release: In consideration of Defendant’s promises and agreements as set forth herein, Plaintiff
22 hereby fully releases the Released Parties from any and all Released Claims and also generally releases
23 and discharges the Released Parties from any and all claims, demands, obligations, causes of action,
24 rights, or liabilities of any kind which have been or could have been asserted against the Released
25 Parties arising out of or relating to his employment by Defendant or termination thereof, including but
26 not limited to claims for wages, restitution, penalties, retaliation, defamation, discrimination,
27 harassment or wrongful termination of employment. This release specifically includes any and all
28 claims, demands, obligations and/or causes of action for damages, restitution, penalties, interest, and

1 attorneys' fees and costs (except provided by the Settlement Agreement) relating to or in any way
2 connected with the matters referred to herein, whether or not known or suspected to exist, and whether
3 or not specifically or particularly described herein. Specifically, Plaintiff waives all rights and benefits
4 afforded by California Civil Code Section 1542, which provides:

5 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR
6 RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
7 FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY
8 HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT
9 WITH THE DEBTOR OR RELEASED PARTY.

10 This release specifically excludes claims for unemployment insurance, disability, social
11 security, and workers compensation (with the exception of claims arising pursuant to California Labor
12 Code Sections 132(a) and 4553).

13 86. Neutral Employment Reference: Defendant agrees that it will adopt a neutral reporting
14 policy regarding any future employment references related to Plaintiff. Specifically, should Plaintiff
15 seek an employment reference from Defendant, Plaintiff must direct all such inquiries to Defendant's
16 Human Resources department. Defendant shall communication to any prospective employer
17 Plaintiff's title and dates of employment, and no characterization of employment or separation from
18 employment will be provided.

19 87. Declaration from Defendant: Within seven (7) calendar days of the execution of this
20 Agreement, Defendant shall provide Class Counsel with a declaration under oath that: (1) certifies the
21 total number of Class Members, PAGA Members through mediation, the total Workweeks during the
22 Class Period, and total Workweeks during the PAGA Period; and (2) summarizes the informal
23 discovery provided to Class Counsel prior to mediation. Defendant further expressly agrees that it will
24 cooperate in good faith with Plaintiff's counsel to satisfy the Court in order to obtain Preliminary Approval
25 and/or Final Approval of the Agreement. Class Counsel may submit such declaration from Defendant in
26 support of Plaintiff's Motion for Preliminary Approval and Motion for Final Approval. This is a material term
27 of the Agreement and any delay or opposition by Defendant will be grounds for Plaintiff to withdraw
28 from the Agreement.

88. Preliminary Approval Hearing: Promptly upon execution of this Settlement
Agreement, Plaintiff shall file a Motion for Preliminary Approval requesting the entry of an order as

1 follows:

- 2 a. Granting preliminary approval of the Settlement Agreement
- 3 b. Certifying the Class for the purpose of Settlement;
- 4 c. Approving, as to form and content, the proposed Notice;
- 5 d. Approving the manner and method for Class Members to request exclusion from
- 6 the Stipulation of Settlement as contained herein and within the Notice;
- 7 e. Directing the mailing of the Notice and Reminder Postcards to the Class
- 8 Members, in accordance with the Agreement; and
- 9 f. Setting a date for a Final Approval/Settlement Fairness Hearing.

10 In conjunction with the Preliminary Approval hearing, Plaintiff will submit this Agreement, which
11 sets forth the terms of the Settlement, and will include the proposed Notice attached as Exhibit A.
12 Plaintiff may also disclose informal discovery provided by Defendant prior to mediation to the extent
13 necessary to obtain preliminary approval of the Agreement. A draft of Plaintiff's motion for
14 preliminary approval (including a draft of the notice of motion, memorandum of points and authorities,
15 supporting declarations, and proposed order) shall be provided to Defendant's counsel at least three
16 (3) business days prior to its filing. Class Counsel shall have discretion as to whether to incorporate
17 any comments from Defendant's counsel into the motion for preliminary approval, and Defendant
18 agrees that it will not oppose Plaintiff's motion for preliminary approval or delay the hearing thereon.

19 89. Final Settlement Approval Hearing and Entry of Judgment: Upon expiration of the
20 deadlines to email, fax, or postmark Requests for Exclusion or objections to the Settlement Agreement,
21 and with the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to
22 determine the Final Approval of the Settlement Agreement along with the amounts properly payable
23 for: (a) Individual Class Payments; (b) PAGA Penalties; (c) the Attorneys' Fees and Costs; (d) the
24 Class Representative Enhancement Payments; and (e) the Settlement Administration Costs. Class
25 Counsel will be responsible for drafting all documents necessary to obtain Final Approval. Class
26 Counsel will also be responsible for drafting the attorneys' fees and costs application to be heard at
27 the final approval hearing and shall submit to the Court a Proposed Final Approval Order as follows:
28

- a. Approving the Agreement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;
- b. Approving Class Counsel's application for an award of attorneys' fees and costs;
- c. Approving the Class Representative Enhancement Payments to Plaintiff;
- d. Setting a date when the parties shall report to the Court the total amount that was actually paid to the Class Members; and
- e. Entering Final Approval Order and Judgment in this Action consistent with this Agreement.

Plaintiff may disclose informal discovery provided by Defendant prior to mediation to the extent necessary to obtain final approval of the Agreement. A draft of Plaintiff's motion for final approval (including a draft of the notice of motion, memorandum of points and authorities, supporting declarations, and proposed Final Approval Order and Judgment) shall be provided to Defendant's counsel at least three (3) business days prior to its filing. Class Counsel shall have discretion as to whether to incorporate any comments from Defendant's counsel into the motion for final approval, and Defendant agrees that it will not oppose Plaintiff's Motion for Final Approval and Attorneys' Fees and Costs.

90. Judgment and Continued Jurisdiction: Upon Final Approval of the Settlement by the Court or after the Final Approval/Settlement Fairness Hearing, Plaintiff will present the Final Approval Order and Judgment to the Court for its approval. After entry of the Final Approval Order and Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this Settlement.

91. Nullification of Settlement Agreement: The Parties, Class Counsel and Defendant's counsel pledge their good faith and fair dealing in supporting the approval of the Settlement by the Court. In the event that: (a) the Court does not grant preliminary or final approval of the Settlement as provided herein; (b) the Court strikes or does not approve any material term of this Settlement Agreement; or (c) the Settlement does not become final as written and agreed to by the Parties for any

1 other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will
2 be null and void, all amounts deposited into the QSF will be returned to Defendant, and the Parties
3 shall be returned to their original respective positions prior to the Settlement and shall proceed in all
4 respects as if this Settlement Agreement had not been executed. Any order or judgment entered by the
5 Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning.
6 Notwithstanding this provision, the Parties agree that they shall make a good faith effort to resolve
7 any issues raised by the Court prior to invoking their right to nullify the Settlement under this
8 provision. The Parties further agree that they will return to and attend mediation with Paul Grossman,
9 Esq. in an effort to reach a settlement that may be approved by the Court.

10 92. Exhibits Incorporated by Reference: The terms of this Settlement include the terms set
11 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein.
12 Any Exhibits to this Settlement are an integral part of the Settlement.

13 93. Entire Agreement: This Settlement Agreement and any attached Exhibits constitute the
14 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements
15 may be deemed binding on the Parties.

16 94. Amendment or Modification: This Settlement Agreement may be amended or modified
17 only by a written instrument signed by counsel for all Parties or their successors-in-interest.

18 95. Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant and
19 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
20 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
21 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
22 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with
23 each other and use their best efforts to affect the implementation of the Settlement. If the Parties are
24 unable to reach agreement on the form or content of any document needed to implement the
25 Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of
26 this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

27 96. Binding on Successors and Assigns: This Settlement Agreement will be binding upon,
28 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

1 97. California Law Governs: All terms of this Settlement Agreement and Exhibits hereto
2 will be governed by and interpreted according to the laws of the State of California.

3 98. Execution and Counterparts: This Settlement Agreement is subject only to the
4 execution of all Parties. However, the Settlement Agreement may be executed in one or more
5 counterparts. All executed counterparts and each of them, including facsimile and scanned copies of
6 the signature page, will be deemed to be one and the same instrument provided that counsel for the
7 Parties will exchange among themselves original signed counterparts.

8 99. Acknowledgement that the Settlement is Fair and Reasonable: The Parties believe this
9 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at
10 this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into
11 account all relevant factors, present and potential. The Parties further acknowledge that they are each
12 represented by competent counsel and that they have had an opportunity to consult with their counsel
13 regarding the fairness and reasonableness of this Settlement.

14 100. Invalidity of Any Provision: Before declaring any provision of this Agreement invalid,
15 the Court will first attempt to construe the provision as valid to the fullest extent possible consistent
16 with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

17 101. Waiver of Certain Appeals: The Parties agree to waive appeals and to stipulate to class
18 certification for purposes of this Settlement only; except, however, that either party may appeal any
19 court order that materially alters the Settlement Agreement's terms.

20 102. Class Action Certification for Settlement Purposes Only: The Parties agree to stipulate
21 to class action certification only for purposes of the Settlement. If, for any reason, the Settlement is
22 not approved, the stipulation to certification will be void. The Parties further agree that certification
23 for purposes of the Settlement is not an admission that class action certification is proper under the
24 standards applied to contested certification motions and that this Agreement will not be admissible in
25 this or any other proceeding as evidence that either: (a) a class action should be certified or (b)
26 Defendant is liable to Plaintiff or any Class Member, other than according to the Settlement's terms.

27 103. Non-Admission of Liability: The Parties enter into this Agreement to resolve the
28 dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation.

1 In entering into this Agreement, Defendant does not admit, and specifically denies, it has violated any
2 federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute
3 or any other applicable laws, regulations or legal requirements; breached any contract; violated or
4 breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful
5 conduct with respect to their employees. Neither this Agreement, nor any of its terms or provisions,
6 nor any of the negotiations connected with it, shall be construed as an admission or concession by
7 Defendant of any such violations or failures to comply with any applicable law. Except as necessary
8 in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions
9 shall not be offered or received as evidence in any action or proceeding to establish any liability or
10 admission on the part of Defendant or to establish the existence of any condition constituting a
11 violation of, or a non-compliance with, federal, state, local or other applicable law.

12 104. Captions: The captions and section numbers in this Agreement are inserted for the
13 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
14 provisions of this Agreement.

15 105. Waiver: No waiver of any condition or covenant contained in this Settlement
16 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to
17 imply or constitute a further waiver by such party of the same or any other condition, covenant, right
18 or remedy.

19 106. Enforcement Action: In the event that one or more of the Parties institutes any legal
20 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement
21 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be
22 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs,
23 including expert witness fees incurred in connection with any enforcement actions.

24 107. Mutual Preparation: The Parties have had a full opportunity to negotiate the terms and
25 conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against
26 one Party than another merely by virtue of the fact that it may have been prepared by counsel for one
27 of the Parties, it being recognized that, because of the arms-length negotiations between the Parties,
28 all Parties have contributed to the preparation of this Settlement Agreement.

1 108. Representation By Counsel: The Parties acknowledge that they have been represented
2 by counsel throughout all negotiations that preceded the execution of this Agreement, and that this
3 Agreement has been executed with the consent and advice of counsel and reviewed in full. Further,
4 Plaintiff and Class Counsel warrant and represent that there are no liens on the Agreement.

5 109. All Terms Subject to Final Court Approval: All amounts and procedures described in
6 this Settlement Agreement herein will be subject to final Court approval.

7 110. Cooperation and Execution of Necessary Documents: The Parties agree to cooperate to
8 promote participation in the Settlement, and in seeking court approval of the Settlement. The Parties
9 and their counsel agree not to take any action to encourage any Class Members to opt out of and/or
10 object to the Settlement. Defendant agrees not to obtain any settlement agreement waivers or Pick Up
11 Stix agreements from any Class Member prior to the funding of the Gross Settlement Amount
12 concerning claims released via this Agreement, or enter into any arbitration agreement with any Class
13 Member that covers the claims released via this Agreement during the Settlement approval process
14 prior to the funding of the Gross Settlement Amount and that the Parties will work in good faith to
15 reach an agreement approved by the Court.

16 111. Confidentiality: The Parties and their counsel agree to keep the terms of the Settlement
17 confidential until the filing of Plaintiff's Motion for Preliminary Approval. Plaintiff, Class Counsel,
18 Defendant and its counsel agree that they will not issue any press releases, initiate any contact with
19 the press, respond to any press inquiry or have any communication with the press about the fact,
20 amount or terms of the Settlement Agreement. Nothing in this Settlement Agreement shall limit
21 Defendant's ability to fulfill disclosure obligations reasonably required by law or in furtherance of
22 business purposes, including the fulfillment of obligations stated in this Settlement Agreement or limit
23 Class Counsel's communications with the Class Members in furtherance of approval of this
24 Settlement. Furthermore, nothing in this provision shall be construed as preventing Class Counsel
25 from referring to the Settlement or the Action in support of their adequacy as counsel for putative class
26 or to justify an award of attorneys' fees in other cases.

27 112. Binding Agreement: The Parties warrant that they understand and have full authority
28 to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable

1 and binding on all Parties, and agree that it will be admissible and subject to disclosure in any
2 proceeding to enforce its terms, notwithstanding any settlement confidentiality provisions that
3 otherwise might apply under federal or state law.

4
5 **APPROVED AS TO FORM AND CONTENT:**

6
7
8 Dated: 07/14/2023

By: 
Joey Reyes (Jul 14, 2023 21:00 PDT)
Plaintiff Joey Reyes

9
10
11 Dated:

By: _____
Name:
Title:
For Defendant Valley Chrome Plating, Inc.

12
13
14
15 **APPROVED AS TO FORM ONLY:**

16
17 Dated: July 17, 2023

PARKER & MINNE, LLP

18
19 By: 
S. Emi Minne
Attorneys for Plaintiff Joey Reyes

20
21
22 Dated:

**MCCORMICK, BARSTOW, SHEPPARD,
WAYTE & CARRUTH LLP**

23
24
25 By: _____
Laura Wolfe
Attorneys for Defendant
Valley Chrome Plating, Inc.

1 and binding on all Parties, and agree that it will be admissible and subject to disclosure in any
2 proceeding to enforce its terms, notwithstanding any settlement confidentiality provisions that
3 otherwise might apply under federal or state law.

4
5 **APPROVED AS TO FORM AND CONTENT:**

6
7
8 Dated:

By:

Plaintiff Joey Reyes

9
10
11 Dated: July 17, 2023

By:


Name: Ryan Lucas
Title: PRES
For Defendant Valley Chrome Plating, Inc.

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15 **APPROVED AS TO FORM ONLY:**

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PARKER & MINNE, LLP

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19 By:

S. Emi Minne
Attorneys for Plaintiff Joey Reyes

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22 Dated: July 17, 2023

**MCCORMICK, BARSTOW, SHEPPARD,
WAYTE & CARRUTH LLP**

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25 By:


Laura Wolfe
Attorneys for Defendant
Valley Chrome Plating, Inc.

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Joey Reyes v. Valley Chrome Plating, Inc.

Fresno County Superior Court, Case No. 22CECG01415

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

To:	All current and former non-exempt or hourly-paid employees who are or were employed by Valley Chrome Plating, Inc. (whether directly or indirectly by agreement with a staffing agency) in the State of California at any time from May 9, 2018, through July 26, 2023.
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BASIC INFORMATION

1. What is this settlement about?

A lawsuit was commenced by a former employee of Valley Chrome Plating, Inc. (“Defendant”) on May 9, 2022 in the Fresno County Superior Court, Case No. CECG01415 (“Lawsuit”). The Lawsuit claims that Defendant violated sections of the California Labor Code and California Business and Professions Code. Specifically, the Lawsuit alleges that Defendant failed to provide meal and rest periods and associated premium pay, did not timely pay employees all wages owed during and upon termination of their employment, did not provide accurate wage statements, failed to maintain required payroll records, failed to reimburse employees for necessary business expenses, and engaged in unfair business practices. The Lawsuit claims that the Defendant violated the California Labor Code and the California Business and Professions Code, entitling Class Members to, *inter alia*, damages, statutory penalties, and restitution. The Lawsuit also seeks to recover civil penalties pursuant to the California Private Attorneys General Act of 2004 (“PAGA”).

Defendant denies all liability and is confident that they have strong legal and factual defenses to these claims, but it recognizes the risks, distractions, and costs associated with litigation. Defendant contends that its conduct is and has been lawful at all times and that Plaintiff’s claims do not have merit and do not meet the requirements for class certification.

The Court has not made a ruling on the merits of the case.

2. Why is this a class action?

In a class action, one or more people called the Class Representative (in this case, Joey Reyes, also known as “Plaintiff”), sue on behalf of people who appear to have similar claims (in this case all current and former non-exempt or hourly-paid employees who are or were employed by Defendant – whether directly or indirectly by agreement with a staffing agency - in the State of California at any time from May 9, 2018 through July 26, 2023.) All these people are referred to in this Notice as Class Members. In a class action one court resolves the issues for all Class Members in one Lawsuit, except for those who exclude themselves from the Class. The Fresno County Superior Court is in charge of this class action.

3. Why is there a settlement?

The Court has not decided in favor of the Plaintiff or Defendant. Instead, both sides agreed to a settlement which is memorialized in the Joint Stipulation of Class Action and PAGA Settlement (“Agreement” or “Settlement”). The Settlement is a compromise reached after good faith, arm’s length negotiations between Plaintiff and the Defendant, through their attorneys, and is not an admission of liability on the part of the Defendant. Both sides agree that this Settlement is fair, adequate and reasonable. The Class Representative and Class Counsel also think the Settlement is best for the Class.

On [Date of Preliminary Approval] the Court granted preliminary approval of the Settlement, appointed Plaintiff Joey Reyes as the Class Representative, and appointed his attorneys at Parker & Minne, LLP and Lawyers for Justice, PC as counsel for the Class (“Class Counsel”).

WHO IS PART OF THE SETTLEMENT?

4. How do I know if I am part of the settlement?

You are part of the Settlement, and a Class Member, if you were employed by Defendant as a non-exempt or hourly-paid employee in the state of California at any time between May 9, 2018 through July 26, 2023, whether directly or through a staffing agency.

WHAT DO I GET FROM THE SETTLEMENT?

5. What does the settlement provide?

The Settlement provides that Defendant will pay a maximum of One Million Two Hundred Thousand Dollars (\$1,200,000.00) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel.

The “Net Settlement Amount” is the portion of the Class Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Class Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed 35% of the Class Settlement Amount or Four Hundred Twenty-Thousand Dollars (\$420,000.00);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Thirty Thousand Dollars (\$30,000.00);
- C. **Class Representative Enhancement Payment** in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) to Plaintiff;
- D. **Settlement Administration Costs** which are currently estimated not to exceed Twenty-Two Thousand Five Hundred Dollars (\$22,500.00); and
- E. **PAGA Penalties** in the amount of One Hundred Twenty Thousand Dollars (\$120,000.00) for the settlement of claims arising under the Private Attorney’s General Act of 2004 (PAGA). Seventy-Five percent (75%) of this amount, (\$90,000.00) shall be paid to the LWDA. The remaining twenty-five percent (25%) (\$30,000.00) will be distributed to hourly-paid, non-exempt employees of Defendant in the state of California at any time from May 5, 2021, to July 26, 2023 (“PAGA Members”) for the release of their claims arising under PAGA.

Class Members are entitled to receive an Individual Class Payment from the Net Settlement Amount, which is determined on a *pro rata* basis based on the number of weeks each Class Member worked for Defendant as an hourly-paid, non-exempt employee of Defendant from May 9, 2018 through July 26, 2023 (“Workweeks”). Your Individual Class Payment will be apportioned as twenty percent (20%) wages, forty percent (40%) interest and forty percent (40%) penalties. The wage portion of the Individual Class Payment will be subject to withholding for the employee taxes and will be reported on a W-2 Form. Employer-side payroll taxes shall be paid separately from and in addition to the Gross Settlement Amount. The penalties and interest portions of each class member’s settlement payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

PAGA Members are eligible to receive an Individual PAGA Settlement from the 25% portion of the PAGA Penalties allocated towards payment of employees, which is determined on a *pro rata* basis based on the number of weeks each PAGA Member worked for Defendant as an hourly-paid, non-exempt employee of Defendant from May 9, 2021, through July 26, 2023. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, which will be reported on an IRS Form 1099 (if applicable). PAGA Members will receive an Individual PAGA Settlement even if they submit a Request for Exclusion.

5. How Much Will I Receive From the Settlement?

According to Defendant's Records, you worked:

[] workweeks during the Class Period (May 9, 2018, through July 26, 2023); and
[] workweeks during the PAGA Period (May 9, 2021, through July 26, 2023).

Based on the number of Workweeks credited to you, your Individual Class Payment is estimated to be \$_____, and your Individual PAGA Payment (if applicable) is estimated to be \$_____.

The settlement approval process may take multiple months. Your Individual Class Payment and/or Individual PAGA Payment (if applicable) reflected in this Notice is only an estimate. Your actual Individual Class Payment and/or Individual PAGA Payment (if applicable) may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

Your Individual Class Payment and/or Individual PAGA Payment was determined based on Defendant's record of your employment, and are presumed correct. If you dispute the accuracy of Defendant's records as to the number of weeks worked during the Class Period, you must contact the Settlement Administrator and provide any documentation you have supporting such dispute by [DATE]. All disputes regarding your workweeks will be resolved and decided by the Parties or if the Parties cannot agree, the Settlement Administrator, after you submit evidence to the Settlement Administrator.

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

The Settlement Administrator's contact information is listed below:

Phoenix Class Action Administration Solutions
[Address]
[Telephone No].
[Fax No.]
[E-mail address]

6. How can I get a payment?

You do not have to do anything to receive payment of your portion of the Settlement.

7. When will I receive my payment?

If you do nothing, the Settlement Administrator will mail you the check for your Individual Class Payment and your Individual PAGA Payment approximately one and a half months after the Court grants Final Approval of the Settlement. The Final Approval Hearing is currently scheduled for _____, 2023 (see paragraph 15, below). The payments may be delayed if the Court does not grant final approval of the Settlement on [Final Approval Date], or if the Final Approval hearing is continued or delayed, or if there is an appeal of the order granting Final Approval.

8. What am I giving up if I do not request to be excluded from the Settlement?

Upon the funding of the Gross Settlement Amount, in exchange for the consideration set forth by the Settlement, Plaintiff and all Class Members who do not submit a timely request for exclusion shall release the “Released Parties” from the “Released Class Claims” for the Class Period.

The “Released Parties” include Defendant Valley Chrome Plating, Inc. and its past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

The “Released Class Claims” means all claims, rights, demands, liabilities and causes of action that are alleged, or reasonably could have been alleged based on the factual allegations and claims asserted in the operative Complaint in this action, including the following claims: (i) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums); (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid); (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment); (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements); (8) Violation of California Labor Code § 1174(d) (Failure to Keep Requisite Payroll Records); (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses); and (10) Violation of California Business & Professions Code §§ 17200, et seq. based on violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 2800, and 2802. The Released Class Claims pertain to the period of May 9, 2018, through July 26, 2023.

In addition, All PAGA Members will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged all claims, rights, demands, liabilities and causes of actions for civil penalties under the California Labor Code Private Attorneys General Act of 2004, Cal. Labor Code §§ 2698, et seq. which Plaintiffs and/or the PAGA Members had, or may claim to have, against Released Parties, based on the facts and legal theories contained the PAGA Notice, including claims for civil penalties based on unpaid overtime, failure to provide rest periods and associated premium wages, failure to provide rest periods and associated premium wages, unpaid minimum wages, failure to timely pay final wages, failure to timely pay wages during employment, failure to keep requisite payroll records, and failure to reimburse business expenses, including violations under California Labor Code sections 201, 202, 203, 204, 226, 226.7, 501, 512, 1174, 1194, 1197, 1197.1, 2800 and 2802 and the Industrial Welfare Commission Orders (“Released PAGA Claims.”) The Released PAGA Claims pertains to the period of May 5, 2021, through July 26, 2023. All PAGA Members will have been deemed to have released the Released PAGA Claims against the Released Parties irrespective of whether they submit a request for exclusion from the Class settlement.

EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

If you want to keep the right to sue or continue to sue Defendant with respect to the Released Class Claims, then you must submit a request for exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive payment from the Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Penalties because the Request for Exclusion does not apply to the PAGA claim.

9. How can I not participate in the Settlement?

To exclude yourself from the release of Released Class Claims you must submit a written request for exclusion. You must include your name, address, telephone number and the last four digits of your social security number and/or Employee ID number. Your request for exclusion must also include a statement that you do not wish to be included in this action similar to the following: I wish to exclude myself from the class action settlement reached in the matter of *Reyes v. Valley Chrome Plating, Inc.* I understand that by excluding myself I will not receive money from the class portion of the settlement.”

The written request for exclusion must be mailed, emailed, or faxed to the Settlement Administrator at the address listed below, by U.S. mail, facsimile, or e-mail by **[Response Deadline]**. You cannot exclude yourself by phone.

Phoenix Class Action Administration Solutions

[Address]
[Telephone No.
[Fax No.]
[E-mail address]

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will not be legally bound by the release of Released Class Claims. You may be able to sue Defendant and/or the Released Parties or continue any suit you have pending against Defendant and/or the Released Parties, regarding the Released Class Claims.

10. If I don't exclude myself, can I sue Defendant for the same thing later?

No. Unless you submit a request for exclusion, you give up the right to sue Defendant and the Released Parties for the Released Class Claims. If you have a pending lawsuit involving the Released Class Claims, speak to your lawyer in that lawsuit immediately.

11. If I exclude myself, can I get money from the Settlement?

No (except if you worked between May 25, 2021, through July 26, 2023, in which case you will still receive your Individual PAGA Payment for Released PAGA Claims). But if you submit a timely and valid request for exclusion, you retain any right that you may have to sue, continue to sue, or be part of a different lawsuit against and/or the Released Parties for Released Class Claims.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in this case?

The Court has approved PARKER & MINNE, LLP and LAWYERS FOR JUSTICE, P.C. as counsel for the Class for Settlement purposes. The firms' contact information is:

PARKER & MINNE, LLP
S. Emi Minne
Jill J. Parker
700 South Flower Street, Suite 1000
Los Angeles, California 90017
Telephone: (310) 882-6833
Facsimile: (310) 889-0822

LAWYERS FOR JUSTICE, PC
Edwin Aiwarzian
Arby Aiwarzian
Joanna Ghosh
Yasmin Hosseini
410 West Arden Avenue, Suite 203
Glendale, California 91023
Telephone: (818) 265-1020
Facsimile: (818) 265-1021

Class Counsel will ask the Court for attorneys' fees of up to \$420,000.00 and reimbursement of litigation cost/expenses of up to \$30,000.00. These amounts are subject to Court approval and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

13. How do I tell the Court if I don't like the settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail, email, or fax your objection to the Settlement Administrator no later than [DATE]. Your objection must include your full name, address, telephone number, the last four digits of your social security number or employee ID number, and the specific reason for your objection. You

may also come to the Final Approval Hearing on [DATE] and make an objection at that time, regardless of whether you submitted a written objection.

14. What is the difference between objecting and requesting to be excluded?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You may attend, but you do not have to attend.

15. When and where will the Court decide whether to approve the settlement?

The Court will hold the Final Approval Hearing at _____ a.m./p.m. on [_____, 2023], in Department 502 of the Fresno County Superior Court, located at 1300 O Street, Fresno, California 93721. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

16. Do I have to come to the hearing?

No. If you agree to the Settlement you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf. A copy of the Court's tentative ruling on the Motion for Final Approval may be posted at <https://www.fresno.courts.ca.gov/online-services/tentative-rulings>. Tentative rulings are typically posted the day before the hearing.

17. How will I learn if the settlement was approved?

A notice of final judgment will be posted on the Settlement Administrator website located at www._____.com.

IF YOU DO NOTHING

18. What happens if I do nothing at all?

If you do nothing, you will receive your share of the Settlement, and you will release the Released Class Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant and/or the Released Parties about the Released Claims, ever again. Your Individual Class Payment and Individual PAGA Payment (if applicable) will be mailed to you and remain valid and negotiable for 180 days. If you do not cash the check for your Individual Class Payment and Individual PAGA Payment (if applicable) within 180 days, these funds will be irrevocably lost to you because they will be distributed to CASA of Fresno & Madera Counties, the non-profit organization designated as the cy pres recipient.

GETTING MORE INFORMATION

19. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by viewing the settlement located on the Settlement Administrator's website at www._____.com, or by contacting the Settlement Administrator or Class Counsel by phone or email. You may also

obtain copies of the Settlement Agreement by accessing the Court's Case Access Portal at <https://publicportal.fresno.courts.ca.gov/FRESNOPORTAL/> and searching for case number 22CECG01415. If you obtain copies through the Court's Case Access Portal, the Settlement Agreement is attached as Exhibit 1 to the Declaration of S. Emi Minne in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

WHAT IF MY INFORMATION CHANGES?

20. What if my contact information changes?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LAWSUIT TO THE CLERK
OF THE COURT OR THE JUDGE**