

[COUNSEL LISTED ON FOLLOWING PAGE]

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

SANDRO RODRIGUEZ on behalf
of himself and all others similarly
situated,

Plaintiffs,

v.

mitsubishi chemical
carbon fiber and
composites, inc., et al.

Defendants.

CASE NO. 8:21-CV-01711-CJC (JDEx)

**JOINT STIPULATION OF
SETTLEMENT AND RELEASE**

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Attorneys for Defendants

1 It is stipulated and agreed by and among the undersigned Parties, subject to
2 the approval of the Court, that the Settlement of this action shall be effectuated upon
3 and subject to the terms and conditions outlined below. Capitalized terms used
4 herein shall have the meanings set forth in Article I or as defined elsewhere in this
5 Joint Stipulation of Settlement and Release (“Agreement” or “Settlement”).

6 This Agreement is made by and between Named Plaintiff Sandro Rodriguez
7 (“Named Plaintiff” or “Plaintiff”) and the Class Members, on the one hand, and
8 Defendants Mitsubishi Chemical Carbon Fiber and Composites, Inc., Mitsubishi
9 Chemical Holdings America, Inc., and Mitsubishi Chemical America, Inc.
10 (collectively, “Defendants”), on the other hand. Named Plaintiff and Defendants
collectively are referred to in this Agreement as “the Parties.”

11 The Parties agree that the Action (as defined below in Article I.a) shall be,
12 and hereby are, ended, settled, resolved, and concluded by agreement of Defendants
13 to pay the total maximum settlement amount of Eight Hundred Thousand Dollars
14 and Zero Cents (\$800,000.00) as provided in Section 3.06(a) below (“Gross
15 Settlement Amount”) pursuant to the terms and conditions of this Agreement and
16 for the consideration set forth herein, including but not limited to, a release of all
17 claims by Plaintiff and the Class Members as set forth herein.

18 **ARTICLE I**

19 **DEFINITIONS**

20 Unless otherwise defined herein, the following terms used in this Agreement
shall have the meanings ascribed to them as set forth below:

21 a. “Action” means the *Rodriguez v. Mitsubishi Chemical Carbon Fiber*
22 *and Composites, Inc. et al.*, Case 8:21-cv-01711-CJC-JDE, pending in the U.S.
23 District Court, Central District of California (also separately referred to as the
24 “Class Action”). After filing the Class Action, Plaintiff also filed a separate PAGA
25 representative lawsuit titled *Rodriguez v. Mitsubishi Chemical Carbon Fiber and*
26 *Composites, Inc. et al.*, Case 30-2022-01253057-CU-OE-CXC, pending in the
27 Orange County Superior Court (herein separately referred to as the “PAGA
28 Action”). As part of settlement, the Parties agreed to amend the operative complaint

1 in the Class Action to add a PAGA claim, and agreed to dismiss the PAGA Action
2 immediately following the execution of this Agreement. The court in the Class
3 Action approved Plaintiff's request to amend the complaint. On September 13,
4 2022, Plaintiff filed a First Amended Complaint adding a PAGA claim for civil
5 penalties in addition to his class claims.

6 b. "Agreement" means this Joint Stipulation of Settlement and Release,
7 including the attached Exhibits.

8 c. "Class" means all current and former non-exempt employees who
9 worked for Defendants in California during the period December 23, 2018 through
10 October 1, 2022.

11 d. "Class Counsel" means the attorneys for the Class and the Class
12 Members, who are:

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16 Kiley Grombacher (SBN 245960)
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e. “Class Counsel’s Attorneys’ Fees and Costs’ Payment” means Class Counsel’s attorneys’ fees of up to 33% of the Gross Settlement Amount, which, based on the current Gross Settlement Amount, is Two Hundred and Sixty-Four Thousand Dollars (\$264,000.00) and Class Counsel’s actual costs not to exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00)

f. “Class List” means a list based on Defendants’ business records that identifies each Class Member’s name, last known home or mailing address, Social Security number or, as applicable, other taxpayer identification number, dates of employment, and the number of Qualifying Workweeks worked during the Class Period.

g. “Class Member(s)” means all members of the Class.

h. “Class Period” means December 23, 2018 through October 1, 2022.

i. “Court” means the U.S. District Court, Central District of California, where the Class Action is currently pending.

j. “Date of Finality” means the date on which the Court’s Final Order becomes final. For purposes of this paragraph, the Court’s Final Order “becomes final” upon the last to occur of the following: (a) the date of final affirmance on appeal of the Judgment; (b) the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding to review the Judgment; or (c) if no appeal is filed, the expiration date of the time for filing or noticing of any appeal from the Court’s Final Order (i.e., 30 days after entry of Judgment).

k. “Defendants” means Defendants Mitsubishi Chemical Carbon Fiber and Composites, Inc., Mitsubishi Chemical Holdings America, Inc., and Mitsubishi Chemical America, Inc.

l. “Defense Counsel” means counsel for Defendants:

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9 m. “Disposition” means the method by which the Court in the Action
10 approves the terms of the Settlement and retains jurisdiction over its enforcement,
11 implementation, construction, administration, and interpretation.

12 n. “Enhancement Award” means a monetary amount of up to Seven
13 Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for the Named
14 Plaintiff, subject to Court approval, in recognition of his effort and work in
15 prosecuting the Action on behalf of the Class Members and PAGA Group Members.

16 o. “Final Fairness and Approval Hearing” means the hearing in which the
17 Court in the Action will decide whether to finally approve the Settlement.

18 p. “Final Order Approving Settlement of Class Action” or “Final Order”
19 means the final formal court order signed by the Court following the Final Fairness
20 and Approval Hearing in accordance with the terms herein, approving this
21 Agreement. A draft of the proposed Final Order is attached hereto as Exhibit B.

22 q. “Individual Settlement Payment(s)” means each Participating Class
23 Member’s respective share of the Net Settlement Amount. For PAGA Group
24 Members who opt out of the class action portion of the settlement, the Individual
25 Settlement Payment shall be their pro rata portion of the PAGA Settlement Amount.
26 Individual Settlement Payments will be determined by the calculations provided in
27 this Agreement.

28 r. “LWDA” means the State of California Labor and Workforce
Development Agency.

s. “LWDA Payment” means 75% of the \$50,000 allocated to the
settlement of PAGA claims which, subject to Court approval, will be paid to the

1 LWDA pursuant to Section 3.06(f) of this Agreement, as provided for below.

2 t. "Gross Settlement Amount" means Eight Hundred Thousand Dollars
3 and Zero Cents (\$800,000.00) to be paid by Defendants as provided by this
4 Agreement to settle the Action. The Individual Settlement Amounts to Participating
5 Class Members, the LWDA Payment, the Settlement Administration Costs, Class
6 Counsel's Attorneys' Fees and Costs' Payment, and the Enhancement Award,
7 pursuant to Section 3.06(a) below, shall be paid out of the Gross Settlement
8 Amount. The employer's share of payroll taxes arising from the payments made
9 under this settlement shall be paid by Defendants separate from and in addition to
10 the Gross Settlement Amount. The Gross Settlement Amount is subject to a pro rata
11 increase pursuant to Section 3.04(e) below. No part of the Gross Settlement Amount
shall revert to Defendants.

12 u. "Motion for Final Approval" means Plaintiff's submission of a written
13 motion, including any evidence as may be required for the Court to conduct an
14 inquiry into the fairness of the Settlement as set forth in this Agreement, to conduct
15 a Final Fairness and Approval Hearing, and to enter a Final Order in the Class
16 Action.

17 v. "Motion for Preliminary Approval" means Plaintiff's submission of a
18 written motion, including any evidence as may be required for the Court to grant
19 preliminary approval of the Settlement. The Motion for Preliminary Approval shall
be filed in the Class Action.

20 w. "Named Plaintiff" means Sandro Rodriguez.

21 x. "Net Settlement Amount" means the Gross Settlement Amount less
22 the Court-approved Settlement Administration Costs, Class Counsel's Attorneys'
23 Fees and Costs' Payment, Enhancement Award, and the LWDA Payment, pursuant
24 to Section 3.06(a)-(f) below.

25 y. "Non-Participating Class Member(s)" means any Class Member(s)
26 who submit to the Settlement Administrator a valid and timely written request to be
27 excluded from the Class pursuant to Section 3.04(b) below. Such Class Members
28 shall still be PAGA Group Members and shall still receive their portion of the

1 PAGA Settlement Amount and shall still release their PAGA claims.

2 z. “Notice Packet” means the Notice of Proposed Class Action
3 Settlement in a form substantially similar to the Notice Packet attached hereto as
4 Exhibit A, subject to Court approval.

5 aa. “PAGA” means the California Private Attorneys General Act of 2004,
6 which is codified in California Labor Code §§ 2698 et seq.

7 bb. “PAGA Settlement Amount” means the portion of the Gross
8 Settlement Amount allocated to the resolution of PAGA Group Members’ claims
9 during the period December 23, 2018 through October 1, 2022. The Parties have
10 agreed that the PAGA Settlement Amount is Fifty Thousand Dollars and Zero Cents
11 (\$50,000.00), subject to Court approval. Of the PAGA Settlement Amount, 75%
12 will be considered the LWDA Payment, and the remaining 25% will be added to
the Net Settlement Amount and distributed to PAGA Group Members.

13 cc. “PAGA Group Members” means all Class Members employed by
14 Defendants at any time between September 7, 2020 through October 1, 2022
15 (“PAGA Period”).

16 dd. “Participating Class Member(s)” is defined as a Class Member who
17 does not timely exclude himself or herself from the Settlement and will therefore
18 receive his or her share of the Net Settlement Amount automatically without the
19 need to return a claim form. Each Participating Class Member will be paid his/her
Individual Settlement Payment.

20 ee. “Preliminary Approval Date” means the date the Court preliminarily
21 approves the Settlement embodied in this Agreement. A draft of the proposed
22 Preliminary Approval Order is attached hereto as Exhibit C.

23 ff. “Qualified Settlement Fund” or “QSF” means a fund within the
24 meaning of Treasury Regulation § 1.468B-1, 26 CFR § 1.468B-1 et seq., that is
25 established by the Settlement Administrator for the benefit of Participating Class
26 Members.

27 gg. “Qualifying Workweeks” means the number of weeks that Class
28 Members performed work for Defendants in California as non-exempt employees

1 during the Class Period.

2 hh. "Released Claims" means the release of the Released Parties from all
3 claims, demands, rights, liabilities, penalties, fees, and causes of action that were or
4 could have been asserted by reason of or in connection with any matter or fact set
5 forth or referred to in the operative complaint in the Action (whether in tort,
6 contract, statute or otherwise) during the Class Period, including, but not limited to,
7 for alleged violations of Labor Code sections 200, 201-203, 218.5, 221, 223, 226,
8 226.3, 226.7, 227.3, 500, 510, 512, 516, 1174.5, 1182.11-1182.12, 1194, 1194.2,
9 1197, 1198, 2802, 2699.3 et seq., 6400-6401, or any claims based on the following
10 allegations: failure to pay minimum, regular, or hourly wages, and/or alleged off-
11 the-clock work; failure to pay overtime wages or accurate overtime wages; failure
12 to provide compliant meal periods; failure to provide compliant rest periods; failure
13 to reimburse for necessary business expenses; failure to pay vacation wages; failure
14 to pay timely wages during employment or upon separation; failure to provide
15 accurate and/or complete wage statements; or violation of Cal. Bus. & Prof. Code
16 section 17200 et seq. by engaging in the foregoing conduct. Released Claims
17 include all claims for unpaid wages, overtime wages, statutory penalties, civil
18 penalties, damages of any kind, interest, attorneys' fees, costs, injunctive relief,
19 restitution, and any other equitable relief under California or federal statute,
20 ordinance, regulation, common law, or other source of law, including but not
21 limited to the California Labor Code, California Business & Professions Code,
22 California Civil Code, California Industrial Welfare Commission Wage Orders.

23 ii. "Released PAGA Claims" means all claims, demands, rights, liabilities,
24 penalties, fees, and causes of action under PAGA during December 23, 2018
25 through the date of preliminary approval) including under Labor Code sections 558
26 and/or 2698 et seq., predicated on any Labor Code violations alleged in the
27 operative complaint in the Action (which include, but are not limited to, Labor Code
28 sections 200, 201, 202, 203, 218.5, 221, 223, 226, 226.3, 226.7, 227.3, 500, 510,
512, 516, 1174.5, 1182.11- 1182.12, 1194, 1194.2, 1197, 1198, 2802, 6400-6401)
or that could have been alleged in the operative complaints in the Action based on

1 the facts, policies, practices, occurrences, or acts alleged in the operative complaints
2 in the Action, or that are based on any failure to pay minimum, regular, or hourly
3 wages, and/or alleged off-the-clock work; failure to pay overtime wages or accurate
4 overtime wages; failure to provide compliant meal periods; failure to provide
5 compliant rest periods; failure to reimburse for necessary business expenses; failure
6 to pay vacation wages; failure to pay timely wages during employment or upon
separation; failure to provide accurate and/or complete wage statements.

7 jj. “Released Parties” means Defendants, including their past or present
8 officers, directors, shareholder, employees, agents, principals, heirs,
9 representatives, accountants, auditors, attorneys, consultants, insurers, and their
10 respective successors and predecessors in interest, assigns, subsidiaries, affiliates,
11 and parents.

12 kk. “Response Deadline” means the deadline by which Class Members
13 must postmark to the Settlement Administrator requests for exclusion or written
14 notices of objection. The Response Deadline will be forty-five (45) calendar days
15 after the initial mailing of the Notice Packet by the Settlement Administrator, unless
16 the forty-fifth (45th) calendar day falls on a Sunday or federal holiday, in which
17 case the Response Deadline will be extended to the next day on which the U.S.
18 Postal Service is open. The Response Deadline will be extended as set forth herein
if there is a re-mailing.

19 ll. “Settlement Administration Costs” means all costs incurred by the
20 Settlement Administrator in administration of the Settlement, including, but not
21 limited to, mailing of notice to the class, calculation of Individual Settlement
22 Payments, generation of Individual Settlement Payment checks and related tax
23 reporting forms, administration of unclaimed checks, and generation of checks to
24 Class Counsel for the Class Counsel’s Attorneys’ Fees and Costs’ Payment, to
25 Named Plaintiff for his Enhancement Award, and to the LWDA Payment. The
26 Settlement Administration Costs shall be paid from the Gross Settlement Amount
27 and shall not exceed \$12,000.00.

28 mm. “Settlement Administrator” means Phoenix Settlement Administrators

1 which the Parties have agreed will be responsible for the administration of the
2 Individual Settlement Payments to be made by Defendants from the Gross
3 Settlement Amount and related matters under this Agreement.

4 nn. "Workweeks" means the number of days of employment for each
5 Class Member during the Class Period, subtracting days on leave of absence (if
6 any), dividing by seven (7), and rounding up to the nearest whole number. All Class
7 Members will be credited with at least one Workweek during the Class Period, and
8 all PAGA Members will be credited with at least one Workweek during the PAGA
9 Period.

10 **ARTICLE II**

11 **CONTINGENT NATURE OF THE AGREEMENT**

12 **Section 2.01: Stipulation of Class Certification for Settlement Purposes**

13 Because the Parties have stipulated to the certification of the Class with
14 respect to all causes of action alleged in the Action for settlement purposes only,
15 this Agreement requires preliminary and final approval by the Court. Accordingly,
16 the Parties enter into this Agreement on a conditional basis. This Agreement is
17 contingent upon the approval and certification by the Court. If the Date of Finality
18 does not occur, the fact that the Parties were willing to stipulate for the purposes of
19 this Agreement to a Class shall have no bearing on, nor be admissible in connection
20 with, the issue of certification of the Class with respect to all causes of action alleged
21 in the Action. Defendants do not consent to certification of the Class for any purpose
22 other than to effectuate settlement of the Action. If the Date of Finality does not
23 occur, any certification of the Class as to Defendants will be vacated and Named
24 Plaintiff, Defendants, and the Class will be returned to their positions with respect
25 to the Action as if the Agreement had not been entered into. In the event that the
26 Date of Finality does not occur: (a) any Court orders preliminarily or finally
27 approving certification of any class contemplated by this Agreement shall be null,
28 void, and vacated, and shall not be used or cited thereafter by any person or entity;
and (b) the fact of the settlement reflected in this Agreement, the fact that
Defendants did not oppose the certification of a Class for the purposes of Settlement

1 under this Agreement, or that the Court preliminarily approved the certification of
2 the Class, shall not be used or cited thereafter by any person or entity, including in
3 any manner whatsoever, including without limitation any contested proceeding
4 relating to the certification of any class. If the Date of Finality does not occur, this
5 Agreement shall be deemed null and void, shall be of no force or effect whatsoever,
6 and shall not be referred to or used for any purpose whatsoever. Defendants
7 expressly reserve the right to challenge the propriety of class certification in the
8 Action for any purpose if the Date of Finality does not occur.

9 The Parties and their respective counsel shall use their respective best efforts
10 to obtain Court approval and implement this Agreement. If the Court does not grant
11 the Motion for Preliminary Approval and/or the Motion for Final Approval, the
12 Parties agree to meet and confer in good faith to address the Court's concerns. If
13 the Parties are unable to reach a resolution, they will engage the mediator, Jay
14 Gandhi, to resolve the dispute.

14 ARTICLE III

15 **PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF THE**

16 **SETTLEMENT**

17 The procedure for obtaining Court approval of and implementing this
18 Agreement shall be as follows:

19 **Section 3.01: Motion for Conditional Class Certification and Preliminary**

20 **Approval**

21 Named Plaintiff will bring a motion before the Court for an order
22 conditionally certifying the Class to include all claims pled in the Action based on
23 the preliminary approval of this Agreement. Plaintiff's Counsel shall provide
24 Defendants' Counsel with the draft motion for preliminary approval at least three
25 business days in advance of filing. In accordance with Labor Code section
26 2699(1)(2), Class Counsel shall submit a copy of this proposed Settlement to the
27 LWDA on the same date on which it files the motion for preliminary approval.

27 **Section 3.02: The Settlement Administrator**

28 The Parties have chosen Phoenix Settlement Administrators to administer

1 this Settlement and to act as the Settlement Administrator, including but not limited
2 to distributing and responding to inquiries about the Notice Packet, determining the
3 validity of exclusions/opt-outs, calculating the Net Settlement Amount and the
4 Individual Settlement Payments, issuing the Individual Settlement Payment checks
5 and distributing them to Participating Class Members, establishing and maintaining
6 the QSF, and issuing the payment to Class Counsel for the Class Counsel's
7 Attorneys' Fees and Costs' Payment, the Enhancement Award check to Named
8 Plaintiff, the LWDA Payment, and the employer payroll taxes to the appropriate
9 taxing authorities. The Settlement Administrator shall expressly agree to all of the
10 terms and conditions of this Agreement.

11 All costs of administering the Settlement, including but not limited to all
12 costs and fees associated with preparing, issuing and mailing any and all notices to
13 Class Members and/or Participating Class Members, all costs and fees associated
14 with computing, processing, reviewing, and mailing the Individual Settlement
15 Payments, all costs and fees associated with preparing any tax returns and any other
16 filings required by any governmental taxing authority or agency, all costs and fees
17 associated with preparing any other checks, notices, reports, or filings to be
18 prepared in the course of administering disbursements from the Net Settlement
19 Amount, and any other costs and fees incurred and/or charged by the Settlement
20 Administrator in connection with the execution of its duties under this Agreement
21 ("Settlement Administration Costs"), shall be paid to the Settlement Administrator
22 from the Gross Settlement Amount.

23 **Section 3.03: Notice to Class Members**

24 No later than twenty (20) calendar days after the Preliminary Approval Date,
25 Defendants will provide the Settlement Administrator with the Class List in
26 electronic format based on its business records.

27 Within ten (10) business days of receiving a Class List from Defendants, the
28 Settlement Administrator will send Class Members, by first-class mail, at their last
known address, the Court approved Notice Packet. The Notice Packet will include
a calculation of the Class Member's approximate share of the Net Settlement

1 Amount. Class Members will have forty-five (45) days from the date of mailing in
2 which to postmark objections or requests for exclusion. Prior to the initial mailing,
3 the Settlement Administrator will check all Class Member addresses against the
4 National Change of Address database and shall update any addresses before
5 mailing. Class Members shall not be required to submit claim forms in order to
6 receive a proportional share of the Net Settlement Amount.

7 If the Notice Packet is returned with a forwarding address, the Settlement
8 Administrator shall re-mail the Notice Packet to the forwarding address. With
9 respect to those Class Members whose Notice Packet is returned to the Settlement
10 Administrator as undeliverable, the Settlement Administrator shall promptly
11 attempt to obtain a valid mailing address by performing a skip trace or mass search
12 on LexisNexis or comparable databases based on set criteria and, if another address
13 is identified, shall mail the Notice Packet to the newly identified address. If a Class
14 Member's notice is re-mailed, the Class Member shall have fifteen (15) calendar
15 days from the re-mailing, or forty-five (45) calendar days from the date of the initial
16 mailing, whichever is later, in which to postmark objections or requests for
17 exclusion. It is the intent of the parties that reasonable means be used to locate Class
18 Members and that the Settlement Administrator be given discretion to take steps in
19 order to facilitate notice of the Settlement and delivery of the Individual Settlement
20 Payments to all Participating Class Members.

21 If the Notice Packet is re-mailed, the Settlement Administrator will note for
22 its own records and notify Class Counsel and Defense Counsel of the date of each
23 such re-mailing as part of a weekly status report provided to the Parties.

24 In the event a Class Member's Notice Packet remains undeliverable sixty
25 (60) calendar days after the Notice Packet was initially mailed, the Settlement
26 Administrator will not mail the Class Member's Individual Settlement Payment.
27 The Settlement Administrator will hold the Class Member's Individual Settlement
28 Payment during the check cashing period on behalf of the Class Member. If at the
conclusion of the check cashing period the Class Member's Notice Packet and
Individual Settlement Payment remain undeliverable and/or unclaimed and

1 uncashed, the Settlement Administrator will distribute the funds from
2 unclaimed/uncashed checks in accordance with the procedures set forth in Section
3 3.06(f) below.

4 No later than twenty (20) court days prior to the Final Fairness and Approval
5 Hearing, the Settlement Administrator shall provide Defense Counsel and Class
6 Counsel with a declaration attesting to completion of the notice process, including
7 any attempts to obtain valid mailing addresses for and re-sending of any returned
8 Notice Packets, as well as the number of valid requests for exclusion and objections
9 that the Settlement Administrator received.

10 **Section 3.04: Responses to Notice**

11 **a. Class Member Disputes**

12 If any Class Member disagrees with Defendants' records as to his or her Qualifying
13 Workweeks during the Class Period as reflected in the Notice Packet, the Class Member
14 shall set forth in writing the Qualifying Workweeks he/she claims to have worked during
15 the Class Period and submit such writing to the Settlement Administrator by the Response
16 Deadline, along with any supporting documentation. The Notice will also provide a
17 method for the Class Member to challenge the employment data on which his or her
18 Individual Settlement Payment is based. The Settlement Administrator shall contact the
19 Parties regarding the dispute and the Parties will work in good faith to resolve it. If the
20 Parties are unable to resolve the dispute, the Settlement Administrator will be the final
21 arbiter of the Qualifying Workweeks for each Class Member during the Class Period
22 based on the information provided to it, with Defendants' business records being
23 determinative. All disputes must be submitted by the Response Deadline, and will be
24 decided within ten (10) business days after the Response Deadline.

25 **b. Requests for Exclusion from Class**

26 In order for any Class Member to validly exclude himself or herself from the
27 Class and this Settlement of the class claims (i.e., to validly opt out), a written
28 request for exclusion must be signed by the Class Member or his or her authorized
representative, and must be sent to the Settlement Administrator, postmarked no

1 later than the Response Deadline (or fifteen (15) days after the Settlement
2 Administrator re-mails the Notice Packet to the Class Member, whichever is later).
3 The Notice Packet shall contain instructions on how to validly opt out, including
4 the language to be used in a request for exclusion. The date of the initial mailing of
5 the Notice Packet, and the date the signed request for exclusion was postmarked,
6 shall be conclusively determined according to the records of the Settlement
7 Administrator. Any Class Member who timely and validly requests exclusion from
8 the Class and the Settlement of the class claims will not be entitled to the Individual
9 Settlement Payment, will not be bound by the terms and conditions of this
10 Agreement, and will not have any right to object, appeal, or comment thereon.
11 Notwithstanding the foregoing, if the individual is a PAGA Group Member, he or
12 she will still receive an Individual Settlement Payment based on his or her pro rata
13 share of the PAGA Settlement Amount and shall be bound by this Agreement as to
14 the PAGA claims released herein.

15 Any Class Member who fails to timely submit a request for exclusion shall
16 automatically be deemed a Participating Class Member whose rights and claims
17 with respect to the issues raised in the Action are determined by the Court's Final
18 Order Approving Settlement of Class Action, and by the other rulings in the Action.
19 Thus, said Participating Class Member's rights to pursue any claims covered by the
20 Action and/or released in this Agreement will be extinguished.

21 **c. Objections to Settlement**

22 For any Class Member to object to this Agreement, or any term of it, the
23 person making the objection must not submit a request for exclusion (i.e., must not
24 opt out), and should send to the Settlement Administrator, postmarked no later than
25 the Response Deadline (or fifteen (15) days after the Settlement Administrator re-
26 mails the Notice Packet to the Class Member, whichever is later), a written
27 statement of the grounds of objection, signed by the objecting Class Member or his
28 or her attorney, along with all supporting papers. The date of the initial mailing of
the Notice Packet, and the date the signed objection was postmarked, shall be
conclusively determined according to the records of the Settlement Administrator.

1 The Settlement Administrator shall send any objections it receives to Defense
2 Counsel and Class Counsel within three (3) business days of receipt. Class Members
3 may also appear at the final approval hearing to object. The Court retains final
4 authority with respect to the consideration and admissibility of any Class Member
5 objections.

6 **d. Encouragement of Class Members**

7 The Parties to this Agreement and the counsel representing such Parties shall
8 not, directly or indirectly, through any person, encourage or solicit any Class
9 Member to exclude him or herself from this Settlement (opt out), or to object to it.
10 However, nothing in this paragraph shall be construed to restrict Class Counsel's
11 ability to advise Class Members about their rights under the Settlement in
12 accordance with Class Counsel's ethical obligations owed to Class Members.

13 **e. Right of Plaintiff to Adjust Gross Settlement Amount**

14 Defendants have estimated the number of workweeks as 45,510 through May
15 26, 2022. If the number of workweeks increases by more than 15% (which is more
16 than 52,337 workweeks) as of the end of the Class Period, then Defendants shall
17 increase the Gross Settlement Amount on a proportional basis (e.g., if there is a
18 16% increase in the number of workweeks, Defendants will increase the Gross
19 Settlement Amount by 1%; if there is a 17% increase, the Gross Settlement Amount
20 will increase by 2%; etc.).

21 **f. Right of Defendants to Void Settlement**

22 Defendants may, at their option, withdraw from the settlement if 5% or more
23 of the Class Members opt out of the Settlement. If Defendants exercise this option,
24 they will be responsible for paying the Settlement Administration costs incurred to
25 date and paying for the cost of sending notice of their withdrawal to the Class
26 Members.

27 **Section 3.05: Final Fairness and Approval Hearing**

28 Named Plaintiff will bring the Motion for Final Approval. Plaintiff's Counsel
shall provide Defendants' Counsel with the draft Motion for Final Approval at least
five business days in advance of filing.

1 On the date set forth in the Order for Preliminary Approval and Notice
2 Packet, a Final Fairness and Approval Hearing shall be held before the Court in
3 order to (1) review this Agreement and determine whether the Court should give it
4 final approval, and (2) consider any objections made and all responses by the Parties
5 to such objections. At the Final Fairness and Approval Hearing, the Parties shall
6 ask the Court to grant final approval to this Agreement and shall submit to the Court
7 a Proposed Final Order Approving Settlement of Class Action.

8 No later than ten (10) calendar days after the Court issues the Final Order,
9 the Settlement Administrator shall provide a copy of the Final Order to the LWDA
10 in accordance with Labor Code section 2699(1)(3).

11 **Section 3.06: Settlement Payment Procedures**

12 **a. Settlement Amount**

13 In exchange for the Released Claims, Defendants agree to pay the Gross
14 Settlement Amount, subject to a pro rata increase under the condition set forth in
15 Section 3.04(e).

16 Within fifteen (15) business days after the Date of Finality, Defendants shall
17 transfer the Gross Settlement Amount, plus Defendants' share of employer-side
18 payroll taxes, as set forth herein, into a QSF established by the Settlement
19 Administrator either directly or by sending the funds to the Settlement Administer
20 to be deposited and distributed. The Settlement Administrator will use these funds
21 to fund payment of the Individual Settlement Payments, Class Counsel's Attorneys'
22 Fees and Costs' Payment, the Enhancement Award, the LWDA Payment, and the
23 Settlement Administration Costs.

24 Within fifteen (15) business days after receiving Defendants' final payment
25 funding the Gross Settlement Amount in full, the Settlement Administrator will pay
26 the Individual Settlement Payments, Class Counsel's Attorneys' Fees and Costs'
27 Payment, the LWDA Payment, the Enhancement Award, and employer and
28 employee tax withholdings applicable to the Net Settlement Amount allocated to
wages. Prior to this distribution, the Settlement Administrator will perform a search
based on the National Change of Address Database to update and correct for any

1 known or identifiable address changes.

2 **b. Payment of Class Counsel's Attorneys' Fees and Costs**

3 Class Counsel shall submit an application for an award of their Class
4 Counsel's Attorneys' Fees and Costs' Payment. Such application for attorneys' fees
5 and costs shall be heard by the Court at the Final Fairness and Approval Hearing.
6 Defendants shall not object to or oppose any such application for the Class
7 Counsel's Attorneys' Fees and Costs' Payment as set forth herein. Class Counsel
8 shall serve Defendants with copies of all documents submitted in support of their
9 application.

10 The Class Counsel's Attorneys' Fees and Costs' Payment awarded to Class
11 Counsel by the Court shall be paid from the Gross Settlement Amount and shall not
12 constitute payment to any Class Member(s). The Class Counsel's Attorneys' Fees
13 and Costs' Payment approved by the Court shall encompass all work performed,
14 costs, and expenses related to the investigation, prosecution, and settlement of the
15 Action incurred through the Date of Finality. To the extent that the Court approves
16 less than the amount of attorney's fees and/or costs that Class Counsel requests, the
17 difference between the requested and awarded amounts will be reallocated to the
18 Net Settlement Amount.

19 **c. Payment of Settlement Administration Costs**

20 The Settlement Administration Costs shall be paid out of the Gross
21 Settlement Amount and shall not constitute payment to any Class Member(s).

22 **d. Payment of Enhancement Award to Named Plaintiff**

23 Subject to Court approval, the Named Plaintiff shall each receive an
24 Enhancement Award, the request for which Defendants will not object to or oppose.
25 The Enhancement Award shall be paid out of the Gross Settlement Amount and
26 shall not constitute payment to any Class Member(s) other than the Named Plaintiff.
27 To the extent that the Court approves less than the amount of the Enhancement
28 Award that Class Counsel request, the difference between the requested and
awarded amounts will be reallocated to the Net Settlement Amount.

Because it is the intent of the Parties that the Enhancement Award represent

1 payment to Named Plaintiff for his service to the Class Members, and not wages,
2 the Settlement Administrator will not withhold any taxes from the Enhancement
3 Award. The Enhancement Award will be reported on a Form 1099, which the
4 Settlement Administrator will provide to Named Plaintiff and to the pertinent taxing
5 authorities as required by law.

6 **e. Payment to the Labor and Workforce Development Agency**

7 In consideration of Plaintiff's claims made under PAGA, Class Counsel will
8 request that the Court approve the PAGA Settlement Amount, 75% of which will
9 be the LWDA Payment and 25% of which will be paid to the Net Settlement
10 Amount for distribution pro rata to the PAGA Group Members. Defendants will not
11 oppose this request. The PAGA Settlement Amount will be paid out of the Gross
12 Settlement Amount. The Court's adjustment, if any, of the amount allocated to the
13 Named Plaintiff's PAGA claim in the Action will not invalidate this Agreement.

14 **f. Payment of Individual Settlement Payments**

15 The Parties agree that the Net Settlement Amount shall be used to fund
16 Individual Settlement Payments. The Parties agree that, except for the portion of
17 the PAGA Settlement Amount payable to the PAGA Group Members, the Net
18 Settlement Amount shall be divided between all Participating Class Members in
19 proportion to the number of individual Qualifying Workweeks for each Class
20 Member. To calculate the minimum amount each Class Member will receive based
21 on their individual Qualifying Workweeks, the Net Settlement Amount will be
22 divided by the total number of Qualifying Workweeks by all Class Members during
23 the Class Period and then allocated on a pro rata basis. Qualifying Workweeks will
24 be rounded up to the next whole integer. Each Class Member's approximate
25 Individual Settlement Payment amount will be included in his or her Notice Packet.
26 After final approval by the Court, the Net Settlement Amount will be dispersed to
27 Participating Class Members (those who did not exclude themselves) on a pro rata
28 basis based on the individual Qualifying Workweeks worked during the Class
Period by each Participating Class Member. Similarly, the portion of the PAGA
Settlement Amount payable to the PAGA Group Members shall be divided between

1 the PAGA Group Members in proportion to the number of individual Qualifying
2 Workweeks during the PAGA Period. Such amount shall be included in the
3 approximate Individual Settlement Payment set forth in the Notice. After final
4 approval by the Court, the PAGA Settlement Amount payable to the PAGA Group
5 Members will be dispersed to the PAGA Group Members. It will be included in the
6 Individual Settlement Payment for the Participating Class Members or as its own
7 Individual Settlement Payment for those Non-Participating Class Members.

8 Each Individual Settlement Payment will represent wages and penalties
9 allocated using the following formula: 1/3 allocated to wages; and 2/3 allocated to
10 interest and penalties. The amounts paid as wages shall be subject to all tax
11 withholdings customarily made from an employee's wages and all other authorized
12 and required withholdings and shall be reported by W-2 forms. The employer-side
13 taxes will be paid separate from and in addition to the Gross Settlement Amount.
14 The amounts paid as penalties and interest shall be subject to all authorized and
15 required withholdings other than the tax withholdings customarily made from
16 employees' wages and shall be reported by IRS 1099 forms, as applicable.

17 No later than fifteen (15) business days after receiving the Gross Settlement
18 Amount from Defendants, the Settlement Administrator shall prepare and mail the
19 checks for the Individual Settlement Payments. Participating Class Members and
20 PAGA Group Members shall have 180 days from the date their Individual
21 Settlement Payment checks are dated to cash their Settlement checks. The amounts
22 represented by checks remaining uncashed after the 180-day deadline will be
23 tendered by the Settlement Administrator as *cy pres* to Legal Aid of Los Angeles.
24 The Parties all represent that they do not have a significant prior affiliation with the
25 recipient that could create a conflict of interest. Upon completion of administration
26 of the Settlement, the Settlement Administrator shall provide written certification
27 of such completion to the Court, Class Counsel and Defendants' Counsel.

28 If a check is returned to the Settlement Administrator as undeliverable, the
Settlement Administrator shall promptly attempt to obtain a valid mailing address
by performing a skip trace or a mass search on LexisNexis or a comparable database

1 based on set criteria and, if another address is identified, the Settlement
2 Administrator shall mail the check to the newly identified address. If the Settlement
3 Administrator is unable to obtain a valid mailing address through this process, the
4 Settlement Administrator will tender the funds as *cy pres* to Legal Aid as indicated
5 in the paragraph above.

6 **g. No Credit Toward Benefit Plans.**

7 The Individual Settlement Payments made under this Agreement, as well as
8 any other payments made pursuant to this Agreement, will not be utilized to
9 calculate any additional benefits under any benefit plans to which any Class
10 Members may be eligible, including, but not limited to: profit-sharing plans, bonus
11 plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO
12 plans, and any other benefit plan. Rather, it is the Parties' intention that this
13 Agreement will not affect any rights, contributions, or amounts to which any Class
14 Members may be entitled under any benefit plans.

14 **ARTICLE IV**

15 **LIMITATIONS ON USE OF THIS SETTLEMENT**

16 **Section 4.01: No Admission**

17 Defendants dispute the allegations in the Action and dispute that, but for this
18 Settlement, a Class should be certified in the Action. This Agreement is entered into
19 solely for the purpose of settling highly disputed claims. Nothing in this Agreement
20 is intended nor will be construed as an admission of liability or wrongdoing by
21 Defendants.

22 **Section 4.02: Non-Evidentiary Use**

23 Whether or not the Date of Finality occurs, neither this Agreement, nor any
24 of its terms, nor the Settlement itself, will be: (a) construed as, offered, or admitted
25 in evidence as, received as, or deemed to be evidence for any purpose adverse to
26 Defendants or any other of the Released Parties, including but not limited to,
27 evidence of a presumption, concession, indication, or admission by any of the
28 Released Parties of any liability, fault, wrongdoing, omission, concession, or
damage, or (b) disclosed, referred to, or offered in evidence against any of the

Released Parties in any further proceeding in the Action, except for the purposes of effectuating the Settlement pursuant to this Agreement or for Defendants to establish that a Class Member has resolved any of his or her claims released through this Agreement.

Section 4.03: Nullification

The Parties have agreed to the certification of the Class encompassing all claims alleged in the Action for the sole purpose of effectuating this Agreement. If (a) the Court should for any reason fail to certify this Class for this Settlement, or (b) the Court should for any reason fail to approve this Settlement, or (c) the Court should for any reason fail to enter the Final Order, or (d) the Final Order is reversed, or declared or rendered void, or (e) the Court should for any reason fail to dispose of the Action in its entirety, then (i) this Agreement shall be considered null and void; (ii) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect; (iii) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court; and (iv) the fact that the Parties were willing to stipulate to class certification of all causes of action pled in the Action as part of the Settlement will have no bearing on, and will not be admissible in connection with, the issue of whether the Class should be certified by the court in a non-settlement context in these Action or any other action, and in any of those events, Defendants expressly reserve the right to oppose certification of the Class.

In the event of a timely appeal from the Final Order, the Final Order shall be stayed and the Gross Settlement Amount shall not be paid pending the completion of the appeal.

ARTICLE V

RELEASES

Section 5.01: Released Claims by Class Members

Upon the date Defendants transfer the Gross Settlement Amount, Named Plaintiff and Participating Class Members release the Released Parties from the Released Claims.

Section 5.02: Released Claims by PAGA Group Members

Upon the date Defendants transfer the Gross Settlement Amount, the State of California and PAGA Group Members release the Released Parties from the Released PAGA Claims.

Section 5.03: Named Plaintiff's General Release of Claims

Upon the date Defendants transfer the Gross Settlement Amount, Named Plaintiff waives, releases, acquits, and forever discharges the Released Parties from any and all claims, actions, charges, complaints, grievances, and causes of action, of any nature arising from or related to Named Plaintiff's employment with Defendants, whether known or unknown, which exist or may exist as of the Parties' execution of this Agreement.

Section 1542 of the California Civil Code provides as follows:

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

Plaintiff's general release provided herein is made with an express waiver and relinquishment of any claim, right, or benefit under California Civil Code section 1542.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.01: Amendments or Modification

The terms and provisions of this Agreement may be amended or modified only by an express written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel, and approved by the Court.

Section 6.02: Assignment

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Class Member, Class Counsel, or

1 Defense Counsel without the express written consent of each other Party and their
2 respective counsel. The representations, warranties, covenants, and agreements
3 contained in this Agreement are for the sole benefit of the Parties under this
4 Agreement and shall not be construed to confer any right or to avail any remedy to
5 any other person.

6 **Section 6.03: Circular 203 Disclaimer.**

7 EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE
8 “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS AGREEMENT OTHER THAN
9 THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES
10 THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR
11 DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER
12 ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR
13 DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE
14 WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230
15 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED
16 EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL
17 FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT,
18 (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION
19 OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND
20 (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY
21 ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT
22 MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR
23 ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE
24 CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISOR’S TAX STRATEGIES
25 (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
26 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
27 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED
28 BY THIS AGREEMENT.

1 **Section 6.04: Governing Law**

2 This Agreement shall be governed, construed, and interpreted, and the rights
3 of the Parties shall be determined, in accordance with the laws of the State of
4 California, without regard to conflicts of laws.

5 **Section 6.05: Entire Agreement**

6 This Agreement, including the Exhibit referred to herein, which forms an
7 integral part hereof, contains the entire understanding of the Parties with respect to
8 the subject matter contained herein. In case of any conflict between text contained
9 in Articles I through VI of this Agreement and text contained in the Exhibit to this
10 Agreement, the former (i.e., Articles I through VI) shall be controlling, unless the
11 Exhibit is changed by or in response to a Court order. There are no restrictions,
12 promises, representations, warranties, covenants, or undertakings governing the
13 subject matter of this Agreement other than those expressly set forth or referred to
14 herein. This Agreement supersedes all prior agreements and understandings among
15 the Parties with respect to the settlement of the Action, including correspondence
16 between Class Counsel and Defense Counsel and drafts of prior agreements or
17 proposals.

18 **Section 6.06: Waiver of Compliance**

19 Any failure of any Party, Defense Counsel, or Class Counsel hereto to
20 comply with any obligation, covenant, agreement, or condition set forth in this
21 Agreement may be expressly waived in writing, to the extent permitted under
22 applicable law, by the Party or Parties and their respective counsel entitled to the
23 benefit of such obligation, covenant, agreement, or condition. A waiver or failure
24 to insist upon strict compliance with any representation, warranty, covenant,
25 agreement, or condition shall not operate as a waiver of, or estoppel with respect to,
26 any subsequent or other failure.

27 **Section 6.07: Counterparts and Fax/PDF/DocuSign Signatures**

28 This Agreement, and any amendments hereto, may be executed in any
number of counterparts and any Party and/or their respective counsel may execute
any such counterpart, each of which when executed and delivered shall be deemed

1 to be an original. All counterparts taken together shall constitute one instrument. A
2 fax, PDF or DocuSign signature on this Agreement shall be as valid as an original
3 signature.

4 **Section 6.08: Meet and Confer Regarding Disputes**

5 Should any dispute arise among the Parties or their respective counsel
6 regarding the implementation or interpretation of this Agreement, a representative
7 of Class Counsel and a representative of Defense Counsel shall meet and confer in
8 good faith in an attempt to resolve such disputes prior to submitting such dispute to
9 the mediator Jay Gandhi, and if they are still unable to resolve it, to the Court.

10 **Section 6.09: Agreement Binding on Successors**

11 This Agreement will be binding upon, and inure to the benefit of, the
12 successors in interest of each of the Parties.

13 **Section 6.10: Cooperation in Drafting**

14 The Parties have cooperated in the negotiation and preparation of this
15 Agreement. This Agreement will not be construed against any Party on the basis
16 that the Party, or the Party's counsel, was the drafter or participated in the drafting
17 of this Agreement.

18 **Section 6.11: Fair and Reasonable Settlement**

19 The Parties believe that this Agreement reflects a fair, reasonable, and
20 adequate settlement of the Action and have arrived at this Agreement through
21 arm's-length negotiation and in the context of adversarial litigation, considering all
22 relevant factors, current and potential. The Parties further believe that the
23 Settlement is consistent with public policy, and fully complies with applicable law.

24 **Section 6.12: Headings**

25 The descriptive heading of any section or paragraph of this Agreement is
26 inserted for convenience of reference only and does not constitute a part of this
27 Agreement and shall not be considered in interpreting this Agreement.

28 **Section 6.13: Notice**

Except as otherwise expressly provided in the Agreement, all notices,
demands, and other communications under this Agreement must be in writing,

1 including email, and addressed as follows:

2 To Named Plaintiff and the Class:

3 **BRADLEY/GROMBACHER, LLP**

4 Marcus Bradley (SBN 174156)

5 mbradley@bradleygrombacher.com

6 Kiley Grombacher (SBN 245960)

7 kgrombacher@bradleygrombacher.com

8 Lirit King (SBN 252521)

9 lking@bradleygrombacher.com

10 31365 Oak Crest Drive, Suite 240

11 Westlake Village, CA 91361

12 Telephone: (805) 270-7100

13 Facsimile: (805) 618-2939

14 **CAPSTONE LAW APC**

15 Orlando Villalba (SBN 232165)

16 Orlando.Villalba@capstonelawyers.com

17 Helga Hakimi (SBN 257381)

18 Helga.Hakimi@capstonelawyers.com

19 Roxanna Tabatabaeepour (SBN260187)

20 Roxanna.Taba@capstonelawyers.com

21 1875 Century Park East, Suite 1000

22 Los Angeles, CA 90067

23 Telephone: (310) 556 4811

24 Facsimile: (310) 943 0396

25 And

26 To Defendants:

27 **ORRICK, HERRINGTON & SUTCLIFFE LLP**

28 Julie A. Totten (SBN 166470)

jatotten@orrick.com

400 Capitol Mall, Suite 3000

Sacramento, CA 95814-4497

Telephone: (916) 447-9200

Facsimile: (916) 329-4900

ORRICK, HERRINGTON & SUTCLIFFE LLP

Annie H. Chen (SBN 292032)

annie.chen@orrick.com

Paul Rodriguez (SBN 307139)

prodriguez@orrick.com

1 777 South Figueroa Street Suite 3200 Los Angeles,
CA 90017-5855

2 Telephone: +1 213 629 2020

3 Facsimile: +1 213 612 2499

4 **Section 6.14: Enforcement of Settlement and Continuing Court**
5 **Jurisdiction**

6 To the extent consistent with class action procedure, this Agreement shall be
7 enforceable by the Court. The Final Order entered by the Court will not adjudicate
8 the merits of the Action or the liability of the Parties resulting from the allegations
9 of the Action. Its sole purpose is to adopt the terms of the Settlement and to retain
10 jurisdiction over its enforcement. To that end, the Court shall retain continuing
11 jurisdiction over this Action and over all Parties and Class Members, to the fullest
12 extent to enforce and effectuate the terms and intent of this Agreement. In the event
13 that one or more of the Parties institutes any legal action or other proceeding against
14 any other Party or Parties to enforce the provisions of this Settlement, the successful
15 Party or Parties will be entitled to recover from the unsuccessful Party or Parties
16 reasonable attorneys' fees and costs, including expert witness fees incurred in
connection with any enforcement actions.

17
18 **Section 6.15: Mutual Full Cooperation**

19 The Parties agree to fully cooperate with each other to accomplish the terms
20 of this Agreement, including but not limited to the execution of such documents,
21 and the taking of such other action, as may reasonably be necessary to implement
22 the terms of this Agreement. The Parties to this Agreement shall use their best
23 efforts, to effectuate and implement this Agreement and its terms. In the event the
24 Parties are unable to reach agreement on the form or content of any document
needed to implement the Settlement, or on any supplemental provisions that may
25 become necessary to effectuate the terms of the Settlement, the Parties agree to seek
26 the assistance of the Court.

27 **Section 6.16: Authorization to Act**

28 Class Counsel warrants and represents that they are authorized by Named

1 Plaintiff, and Defense Counsel warrants that they are authorized by Defendants, to
2 take all appropriate action required to effectuate the terms of this Agreement, except
3 for signing documents, including but not limited to this Agreement, that are required
4 to be signed by the Parties themselves. Defendants represent and warrant that the
5 individual executing this Agreement on its behalf has the full right, power, and
6 authority to enter into this Agreement and to carry out the transactions contemplated
7 herein.

8 **Section 6.17: No Reliance on Representations**

9 The Parties have made such investigation of the facts and the law pertaining
10 to the matters described herein and to this Agreement as they deem necessary, and
11 have not relied, and do not rely, on any statement, promise, or representation of fact
12 or law, made by any of the other parties, or any of their agents, employees,
13 attorneys, or representatives, with regard to any of their rights or asserted rights, or
14 with regard to the advisability of entering into and executing this Agreement, or
15 with respect to any other matters. No representations, warranties, or inducements,
16 except as expressly set forth herein, have been made to any party concerning this
17 Agreement.

18 **Section 6.18: Publicity**

19 Neither Plaintiff nor his Counsel shall engage in any publicity or
20 disparagement of any type related to the Action, Defendants or this Settlement.
21 However, Class Counsel may include public information about the settlement in
22 their declarations listing their qualifications for other cases.

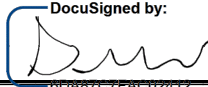
23 **EXECUTION BY PARTIES AND COUNSEL**

24 The Parties and their respective counsel hereby execute this Agreement.

25 *Signatures starting on next page*

1 DATED: 9/23/2022

SANDRO RODRIGUEZ

2
3 By: 
4 Named Plaintiff

5
6 DATED: _____

**DEFENDANTS MITSUBISHI
CHEMICAL CARBON FIBER AND
COMPOSITES, INC., MITSUBISHI
CHEMICAL HOLDINGS AMERICA,
INC., AND MITSUBISHI
CHEMICAL AMERICA, INC.**

7
8
9
10
11 By: _____
12 Sheri Gilbert Pardo
13 As counsel for MCCFC

14
15 DATED: September 23, 2022

BRADLEY/GROMBACHER LLP

16
17 By: 
18 _____
19 Marcus J. Bradley
20 Kiley L. Grombacher
21 Attorneys for Plaintiff

22 DATED: September 26, 2022

CAPSTONE LAW APC

23
24 By: 
25 _____
26 Orlando Villalba
27 Helga Hakimi
28 Roxanna Tabatabaee pour
Attorneys for Plaintiff

1 DATED: _____

SANDRO RODRIGUEZ

2
3 By: _____
4 Named Plaintiff

5
6 DATED: 9/26/2022

**DEFENDANTS MITSUBISHI
CHEMICAL CARBON FIBER AND
COMPOSITES, INC., MITSUBISHI
CHEMICAL HOLDINGS AMERICA,
INC., AND MITSUBISHI
CHEMICAL AMERICA, INC.**

7
8
9
10
11 By: Randy White
12 Randall White,
13 General Manager

14
15 DATED: _____

BRADLEY/GROMBACHER LLP

16
17 By: _____
18 Marcus J. Bradley
19 Kiley L. Grombacher
20 Attorneys for Plaintiff

21 DATED: _____

CAPSTONE LAW APC

22
23 By: _____
24 Orlando Villalba
25 Helga Hakimi
26 Roxanna Tabatabaeepour
27 Attorneys for Plaintiff
28

1 DATED: 9/26/2022 **ORRICK, HERRINGTON &**
2 **SUTCLIFFE LLP**

3
4 By: Julie Totten
5 Julie A. Totten
6 Attorney for Defendants
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Exhibit A

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
NOTICE OF CLASS ACTION SETTLEMENT

Rodriguez v. Mitsubishi Chemical Carbon Fiber and Composites, Inc., No. 8:21-cv-01711-CJC-JDE (the
“Lawsuit”)

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

To: All current and former non-exempt employees who worked for Defendants Mitsubishi Chemical Carbon Fiber and Composites, Inc., Mitsubishi Chemical Holdings America, Inc., and Mitsubishi Chemical America, Inc. (“Defendants”) in California during the period December 23, 2018 through **October 1, 2022** (“Class Members”).

All current and former non-exempt employees who worked for Defendants in California during the period September 7, 2020 through **October 1, 2022** (“PAGA Group Members”).

On [REDACTED], the Honorable Judge Cormac Carney of the U.S. District Court, Central District of California granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendants’ records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Fairness Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at [REDACTED] : .m. on [REDACTED], 2022 at the United States District Court for the Central District of California, located at 411 West Fourth Street, Courtroom 9 B Santa Ana, CA, 92701-4516.

You are not required to attend the hearing, but if you wish to attend, you may attend the hearing telephonically (remotely). Visit <https://www.cacd.uscourts.gov/honorable-cormac-j-carney> for more information about how to appear remotely.

Please also note that the Final Fairness Hearing may be rescheduled by the Court to another date and/or time. Please visit [settlement website] for any scheduling changes.

If you move, you must send the Settlement Administrator your new address; otherwise, you may never receive your settlement payment. It is your responsibility to keep a current address on file with the Settlement Administrator.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
PARTICIPATE IN THE SETTLEMENT – <u>NO ACTION REQUIRED</u>	Stay in the Lawsuit. Receive a payment. Cannot pursue your own lawsuit. By doing nothing, you become part of the Class and will collect a settlement payment as detailed below. But you will not be able to bring your own lawsuit against Defendants for wage and hour violations that relate to the claims brought in the Lawsuit.

OBJECT TO THE SETTLEMENT Written Objections Must be Submitted by [DATE]	Stay in the Lawsuit. Receive a payment. Object. Cannot pursue your own lawsuit. To object to the Settlement, you must write to the Settlement Administrator about why you do not like the settlement. You will remain a member of the Class, and if the Court approves the Settlement, you will be bound by the terms of the settlement in the same way as Class Members who do not object.
ASK TO BE EXCLUDED (i.e. Opt Out) The Opt-out Deadline is [DATE]	Get out of the Lawsuit. Receive a smaller or no payment from it. Keep your right to pursue your own lawsuit for damages. If you ask to be excluded from the Settlement, you keep your right to sue Defendants separately about the legal claims in the Class Action Lawsuit, except as to the claim under the California Private Attorneys General Act (“PAGA”). If you choose this option, you must exclude yourself, in writing, from the Settlement. Once excluded, you will be a Non-Participating Class Member and no longer eligible for a payment from the class settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant through the Settlement Administrator must pay PAGA payments to all PAGA Members, who must give up their rights to pursue the released PAGA claims (defined below).

- **Regardless of the option you choose, you will not be retaliated against for exercising your rights.**
- **Any questions?** Read on or contact the Settlement Administrator listed below at 1-XXX-XXX-XXXX.

BASIC INFORMATION

1. Why did I get this notice?

Defendants’ records show that you worked for Defendants in California as a non-exempt employee at some point between December 23, 2018 and October 1, 2022 .

The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable. Any final determination of those issues will be made at the final approval hearing. You have legal rights and options that you may exercise as part of this Settlement. Judge Cormac Carney of the U.S. District Court, Central District of California, is overseeing the Lawsuit.

2. What is the Lawsuit about?

In the Lawsuit, Plaintiff Sandro Rodriguez (“Plaintiff”) asserts the following claims against Defendants: (1) failure to pay all wages and overtime mostly based on alleged off the clock work, including pre-shift and post-shift donning and doffing; (2)-(3) failure to provide complaint meal and rest periods; (4) failure

to reimburse for business expenses, including steel toed boots, uniforms, and mileage; (5) failure to pay all vacation at separation. (6) failure to provide safety devices, including steel toed boots; (7) failure to provide accurate wage statements; (8) waiting time penalties; and (9) a derivative claim under California's Unfair Competition Law. Plaintiff argued that these claimed violations were unfair and unlawful business practices under California's Unfair Competition Laws. Plaintiff also claimed entitlement to restitution, interest, attorneys' fees, and costs. Plaintiff also seeks to recover civil penalties to be split 75% to the State of California and 25% to certain employees for the same Labor Code violations.

Throughout the litigation, Defendants have denied—and continue to deny—the factual and legal allegations in the case. Defendants do not believe that they violated any law or regulation relating to how they paid employees, when they paid employees, how much they paid employees, whether they provided employees with compliant meal and rest breaks, whether they properly reimbursed employees, whether they properly paid vacation wages, or how wage statements displayed information. Defendants deny any wrongdoing and assert that their conduct at all times complied with the law. Defendants further deny that they owe the monies claimed in the Lawsuit. However, Defendants have voluntarily agreed to the terms of a negotiated settlement in order to avoid the burden and expense of continued litigation. Nothing regarding the Settlement may be construed as, or may be used as, an admission, concession or indication by or against Defendants of any fault, wrongdoing or liability whatsoever.

3. What is a class action and who is involved?

In a class action lawsuit such as this, a person called the “Class Representative” sues on behalf of other people who may have similar claims. The people together are a “Class” or “Class Members.” The person who is the Class Representative is also called the plaintiff. The companies sued are called the defendants. In class action litigation, one Court resolves the issues for everyone in the Class in one lawsuit, except for those people who choose to exclude themselves from the Class.

In the Lawsuit, Plaintiff also brought a claim under the “Private Attorney General Act” (PAGA) where the Plaintiff is attempting to recover penalties for the State of California. The State receives 75% of the civil penalties, while employees receive 25%. This settlement will resolve all claims by the State for civil penalties arising from claims made by Plaintiff or his counsel in the Lawsuit during the period of September 7, 2020 to October 1, 2022 and non-exempt employees covered by the Lawsuit will be barred from bringing another lawsuit on behalf of the State for such penalties.

4. Why is the Lawsuit a class action?

For settlement purposes only, Plaintiff and Defendants agreed that this case can proceed as a class action and to ask the Court to approve the settlement for the Class. The Court has not ruled on the merits of the case, and the decision to certify the Class for settlement purposes should not be viewed as a prediction or agreement that Plaintiff or the Class would ultimately prevail on the merits of the action.

5. What are the terms of the proposed Settlement?

Subject to final Court approval, the major terms of the Settlement are as follows:

1. Defendants have agreed to pay \$800,000.00 to settle the claims made in the Lawsuit. This amount is also known as the “Gross Settlement Amount.”

2. **Class Settlement Payments:** Plaintiff seek the following deductions from the \$800,000.00 Gross Settlement Amount:
- a. Up to thirty-three percent (33%) of the Gross Settlement Amount (currently equal to \$264,000.00) for Class Counsel's attorneys' fees.
 - b. Up to **\$15,000.00** for reimbursement of Class Counsel's actual litigation costs.
 - c. An Enhancement Award of up to \$7,500.00 for the Plaintiff for filing the Lawsuit, performing work in connection with the Lawsuit, and undertaking the risks of filing the Lawsuit.
 - d. Up to **\$12,000.00** to cover the costs of the Settlement Administrator.
 - e. A total of \$50,000.00 is allocated to pay all applicable civil penalties under PAGA, in exchange for the release of PAGA claims. Seventy-five percent (75%) of the PAGA Payment shall be paid to the California Labor and Workforce Development Agency ("LWDA") as required by California law, and twenty-five percent (25%) shall be distributed to PAGA Group Members.

If the Court approves the requested deductions, there will be approximately **\$451,500.00** remaining, before deducting for taxes, to be distributed to Class Members. This is the "Net Settlement Amount." Any amounts not requested or awarded by the Court will be included in the Net Settlement Amount. The Net Settlement Amount will be distributed to Class Members who do not request exclusion (the "Participating Class Members") on a pro rata basis according to the number of workweeks they worked during the "Class Period," which is from December 23, 2018 through October 1, 2022.

PAGA Settlement Payments. A portion of the Gross Settlement Amount in the amount of \$12,500.00, which is part of the Net Settlement Sum, will be set aside for Class Members who worked for Defendants in California at some point between September 7, 2020 and October 1, 2022. If you are a PAGA Group Member, you will receive a pro rata share of \$12,500.00, regardless of whether you opt-out of the settlement. You will not be able to pursue any claim on behalf of the State for such penalties.

Settlement Payments Generally. If a settlement check remains uncashed after 180 days from issuance, the check will become void and a stop payment will be placed on the uncashed check, and the amount will be tendered to Legal Aid of Los Angeles as *cy pres*.

Your estimated Individual Settlement Payment is listed in Section 6 of this Notice. Applicable taxes will be withheld from your payment.

6. What is my approximate Individual Settlement Payment?

According to payroll records maintained by Defendants, the total number of weeks you worked in California for Defendants as a non-exempt employee during the Class Period (from December 23, 2018 through October 1, 2022) is .

Based on information provided above and anticipated court-approved deductions, your share of the settlement (including any PAGA settlement payment) is estimated to be \$ [REDACTED], less applicable taxes and withholdings.

You do not need to do anything further to receive your Individual Settlement Payment, other than to ensure that the Settlement Administrator has an accurate mailing address for you. It is important that you contact and inform the Settlement Administrator listed in Section 13, below, of any changes to your mailing address for timely payment.

Disputing Your Payment Amount

If you believe your total weeks worked during the Class Period shown above is not correct, you may send a letter to the Settlement Administrator indicating what you believe is correct by no later than [DATE]. You should also send any documents or other information that supports your belief. The Settlement Administrator will attempt to resolve any dispute based on Defendants' records and any information you provide. Any disputes not resolved with you will be resolved by the Settlement Administrator.

7. What rights am I releasing in the Settlement?

If the Court grants final approval of the Settlement and you do not opt out of the Settlement, you will be deemed to have released Defendants, including their past or present officers, directors, shareholder, employees, agents, principals, heirs, representatives, accountants, auditors, attorneys, consultants, insurers, and their respective successors and predecessors in interest, assigns, subsidiaries, affiliates, and parents ("Released Parties") from all claims, demands, rights, liabilities, penalties, fees, and causes of action that were or could have been asserted by reason of or in connection with any matter or fact set forth or referred to in the Lawsuit (whether in tort, contract, statute or otherwise) during the Class Period, including, but not limited to, for alleged violations of Labor Code sections 200, 201, 202, 203, 218.5, 221, 223, 226, 226.3, 226.7, 227.3, 500, 510, 512, 516, 1174.5, 1182.11-1182.12, 1194, 1194.2, 1197, 1198, 2802, 2699.3 et seq., 6400-6401, or any claims based on the following allegations: failure to pay minimum, regular, or hourly wages, and/or alleged off-the-clock work; failure to pay overtime wages or accurate overtime wages; failure to provide compliant meal periods; failure to provide compliant rest periods; failure to reimburse for necessary business expenses; failure to pay vacation wages; failure to pay timely wages during employment or upon separation; failure to provide accurate and/or complete wage statements; and engaging in unfair business practices due to the underlying violations at any time during the Class Period ("Released Claims").

Released Claims include all claims for unpaid wages, overtime wages, statutory penalties, civil penalties, damages of any kind, interest, attorneys' fees, costs, injunctive relief, restitution, and any other equitable relief under California or federal statute, ordinance, regulation, common law, or other source of law, including but not limited to the California Labor Code, California Business & Professions Code, California Civil Code, California Industrial Welfare Commission Wage Orders.

Additionally, if you worked during the period of September 7, 2020 and October 1, 2022, you are a PAGA Group Member and you will also release the right to bring a claim for civil penalties on behalf of the State (and other employees) based on the same facts or theories as the Released Claims, which arose during the PAGA Period, even if you have formally opted out of being a Participating Class Member.

8. How do I object to the Settlement?

If you are a Class Member and would like to object to the Settlement, you must not submit a request for exclusion (*i.e.*, must not opt out). In order to object, you may send a written statement of the grounds for your objection to the Settlement Administrator, which includes your name, address, phone number, signature, and the name of the case, and be postmarked or faxed on or before [DATE]. You may appear in person at the Final Fairness and Approval Hearing to present any oral objections even if you do not submit a timely written objection. You can also hire an attorney at your own expense to represent you in your objection. The Court will receive copies of any and all communications objecting to the Settlement.

9. How do I ask to be excluded from the Class?

If you are a Class Member and would like to exclude yourself from the Class (“opt-out”), you or your authorized representative, needs to mail or fax a written Request for Exclusion to the Settlement Administrator with your name, address, phone number, signature, and a statement to the effect of “I want to opt out of the Rodriguez v. Mitsubishi’s Settlement. I understand I will not receive any payment as a participating class member.” Requests for Exclusion must be postmarked or faxed on or before [DATE].

Any Class Member who requests to be excluded from the Class will not be entitled to any recovery under the Settlement and will not be bound by the Settlement or have any right to object, appeal, or comment on the Settlement. Subject to Court approval, Class Members who fail to submit a valid and timely request for exclusion will be bound by all terms of the Settlement and any ruling from the Court to give final approval of the Settlement. But Class Members cannot opt out of releasing PAGA claims, as those claims belong to the State of California and Plaintiff have agreed to release those claims by acting as a proxy for the State.

THE LAWYERS AND PLAINTIFF REPRESENTING YOU

10. Who are the attorneys representing you?

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Kiley Grombacher
(kgrombacher@bradleygrombacher.com)
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Telephone: (805) 270-7100
Facsimile: (805) 618-2939

Orlando Villalba Helga Hakimi
CAPSTONE LAW APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
Telephone : 1(888) 926-5424
Email: info@MCLawsuit.com

The Court has preliminarily decided that Bradley/Grombacher, LLP and Capstone Law APC are qualified to represent you and all Class Members. The law firms’ attorneys are experienced in handling similar cases against other employers. More information about these law firms, their practice, and their lawyers' experience is available at <https://www.bradleygrombacher.com/#~11925D5> and <https://capstonelawyers.com>.

11. How will the lawyers be paid?

As part of the Settlement, Class Counsel has requested 33% of the Gross Settlement Amount (currently equal to \$264,000) in attorneys' fees, plus actual costs not to exceed **\$15,000**, to be paid from the Gross Settlement Amount to compensate Class Counsel for their work on this matter. You will not have to pay Class Counsel's fees and costs from your Individual Settlement Payment.

12. How will Plaintiff be paid?

As part of the Settlement, Class Counsel has requested an enhancement award of up to \$7,500.00 to be paid to Plaintiff for his efforts in this matter during initial investigation, discovery, mediation and the like, while serving as Class Representative, taking on the burden and risks of litigation, and for his execution of a general release of their potential claims against Defendants.

THE SETTLEMENT, APPROVAL, AND PAYMENT PROCESS

13. Who is handling the Settlement Administration process?

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA, 92863
Phone: (800) 523-5773

14. When is the Final Fairness and Approval Hearing and do I have to attend?

The Final Fairness and Approval Hearing has been set for **[DATE]**, at **[TIME]** in Courtroom 9B of the United States District Court for the Central District of California, located at 411 West Fourth Street, Santa Ana, CA 92701. You do not need to attend the hearing to be a part of the Settlement. However, if you wish to object to the Settlement, you may appear at the hearing. Please note that the hearing may be continued without further notice to the Class. Make sure you check the Court's website before attempting to come to Court in person. You may be required to appear only by phone or video, depending on the current safety requirements due to the pandemic.

15. When will I get money after the hearing?

If the Court approves the Settlement, Defendants will be required to fund the Gross Settlement Amount within 15 business days of the Date of Finality of the Settlement. The Settlement Administrator will issue settlement payment(s) within 15 business days of the Date of Finality of the Settlement.

"Date of Finality" is defined as the date on which the Court's Final Order becomes final. The Court's Final Order "becomes final" upon the last to occur of the following: (a) the date of final affirmance on appeal of the Judgment; (b) the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding to review the Judgment; or (c) if no appeal is filed, the expiration date of the time for filing or noticing of any appeal from the Court's Final Order.

GETTING MORE INFORMATION

16. Are more details available?

For more information, the pleadings and other records in this litigation, including copies of the Settlement Agreement, may be examined with the Clerk of the Court, case number 8:21-cv-01711-CJC-JDE, which is located in the office of the Clerk of the Court for the United States District Court for the Central District of California at 411 West Fourth Street, Room 1053, Santa Ana, CA 92701-4516, and is available for viewing during regular office hours (Mon. – Fri., 9:00 a.m. to 4:00 p.m.). Finally, the pleadings and all other records from the Lawsuit may also be examined by accessing the Court docket in this case through the Court's online Public Access to Court Electronic Records (PACER) system, at <https://ecf.cacd.uscourts.gov>. There may be a fee required to review the materials via the online PACER system.

Any questions regarding this Class Notice or the Lawsuit may be directed to the Settlement Administrator at the phone number or address listed above. Alternatively, you may contact your own attorney, at your own expense, to advise you, or you may contact the lawyers representing the Class at the address, telephone number or email address set forth above. If your address changes, or is different from the address on the envelope enclosing this Notice, please promptly notify the Settlement Administrator.

**PLEASE DO NOT CALL OR WRITE TO THE COURT, DEFENDANTS OR
DEFENDANTS' ATTORNEYS WITH QUESTIONS ABOUT THIS NOTICE**

Exhibit B

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 Lirit King (SBN 252521)
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 Telephone: (310) 556 4811
 Facsimile: (310) 943 0396

Attorneys for Plaintiff

UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA

SANDRO RODRIGUEZ on behalf
 of himself and all others similarly
 situated,

Plaintiffs,

v.

MITSUBISHI CHEMICAL
 CARBON FIBER AND
 COMPOSITES, INC., et al.

Defendants.

CASE NO. 8:21-CV-01711-CJC (JDEx)

Assigned to: Hon. Cormac J. Carney

**[PROPOSED] ORDER AND
 JUDGMENT GRANTING FINAL
 APPROVAL OF CLASS ACTION AND
 PAGA SETTLEMENT**

[PROPOSED] ORDER AND JUDGMENT GRANTING FINAL APPROVAL OF CLASS ACTION AND PAGA
 SETTLEMENT

Rodriguez, et al. v. Mitsubishi Chemical Carbon Fiber and Composites, et al.

ORDER

The Motion for Final Approval of a Class Action Settlement and Motion for Attorneys' Fees, Costs, and Service Awards is an unopposed motion filed by Plaintiff Sandro Rodriguez. The parties have entered into a Joint Stipulation of Settlement and Release ("Settlement Agreement" and "Settlement"), a copy of which was submitted with the Motion. The matter came on for a hearing before this Court, Hon. Cormac J. Carney presiding, for hearing on [] at []. The Court, having reviewed and considered the Motion, the accompanying memorandum and supporting documents, the Settlement Agreement, and the file in the case, HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS.

1. This Order incorporates and approves the Settlement Agreement. Unless otherwise provided herein, all capitalized terms shall have the same meaning as those terms are defined in the Settlement Agreement.

2. Plaintiff Sandro Rodriguez filed two lawsuits against Defendants Mitsubishi Chemical Carbon Fiber and Composites, Inc., Mitsubishi Chemical Holdings America, Inc., and Mitsubishi Chemical America, Inc. ("Defendants"): *Rodriguez v. Mitsubishi Chemical Carbon Fiber and Composites, Inc. et al.*, Case 8:21-cv-01711-CJC-JDE, pending in the U.S. District Court, Central District of California (herein separately referred to as the "Class Action" or "Action"); and *Rodriguez v. Mitsubishi Chemical Carbon Fiber and Composites, Inc. et al.*, Case 30-2022-01253057-CU-OE-CXC, pending in the Orange County Superior Court (herein separately referred to as the "PAGA Action").

3. As part of settlement, the Parties agreed to amend the operative complaint in the Class Action to add a PAGA claim, and agreed to dismiss the PAGA Action. The court in the Class Action approved Plaintiff's request to amend the complaint. On September 13, 2022, Plaintiff filed a First Amended Complaint adding a PAGA claim for civil penalties in addition to his class claims.

4. The Court has jurisdiction over the subject matter of this proceeding

1 and over all Parties to this proceeding. In addition, the Court has personal
2 jurisdiction over all parties with respect to the Class Action and this Settlement.

3 5. The parties exchanged informal discovery, including a review of
4 company documents and information that reflect Class data and company policies,
5 and engaged in an early mediation of Plaintiff's claims with well-respected private
6 mediator, the Hon. Jay Ghandi (Ret.). With the assistance of the mediator, the
7 parties reached a settlement in principle of all of Plaintiff's class and representative
8 claims. On or about [REDACTED], 2022 the Parties executed the Settlement
9 Agreement, setting forth the terms of this Settlement.

10 6. Pursuant to the Preliminary Approval Order of [REDACTED], the
11 Settlement Administrator mailed the Class Notice to all Class Members by first-
12 class U.S. mail. The Notice informed the Class of the terms of the Settlement,
13 of their right to receive their proportional Settlement Payment, of their right to
14 request exclusion from the Class and the Settlement, and of their right to
15 comment upon or object to the Settlement and appear in person or by counsel at
16 the final approval hearing.

17 7. In response to the Notice, [REDACTED] members of the Class filed objections
18 to the Settlement, and [REDACTED] members of the Class requested to be excluded from
19 the Settlement.

20 8. The Court finds and determines that the notice procedure afforded
21 adequate protection to Class Members and provides the basis for the Court to make
22 an informed decision regarding approval of the Settlement. The Court finds and
23 determines that the Notice provided in the Action was the best notice practicable,
24 which satisfied the requirements of due process. A full opportunity has been
25 afforded to the Class Members to participate in this hearing, and all Class Members
26 and other persons wishing to be heard, if any, have been heard. Accordingly, the
27 Court determines that all Class Members who did not timely and validly submit a
28 Request for Exclusion are bound by this Order. The Court further determines that
all Class Members who did timely and validly submit a Request for Exclusion are

1 bound by this Order with respect only to the PAGA portion of the Settlement.

2 9. In making this finding of final approval, the Court considered the
3 nature of the claims, the amounts and kinds of benefits paid in settlement, the
4 allocation of settlement payments among the class members, and the fact that
5 Defendants do not admit any liability and do not characterize this Settlement as an
6 admission of liability as to any claim asserted by any party, and the fact that the
7 Settlement represents a compromise of the parties' respective positions rather than
8 the result of a finding of liability at trial.

9 10. The Court finds that the parties conducted extensive investigation,
10 research, and informal discovery, and that their attorneys were able to reasonably
11 evaluate their respective positions. The Court further finds that the Settlement was
12 reached as a result of informed and non-collusive arm's-length negotiations
13 facilitated by an experienced class action mediator.

14 11. The Court also finds that the Settlement will enable the parties to avoid
15 additional and substantial litigation costs, as well as the delay and risks that would
16 be present if the parties were to continue to litigate the case.

17 12. The Court has reviewed the monetary recovery provided as part of the
18 Settlement and recognizes the value accorded to the Class. The Court further finds
19 that the terms of the Settlement Agreement have no obvious deficiencies and do not
20 improperly grant preferential treatment to any individual class member.

21 13. The Court finds and determines that the terms of the Settlement
22 Agreement are fair, reasonable, and adequate to the Class and to each Class
23 Member, and in the best interest of the Class. As such, the Court hereby grants
24 FINAL APPROVAL to the Settlement as, in all respects, fair, adequate, and
25 reasonable, and directs the parties to effectuate the Settlement according to its
26 terms.

27 14. The Court has certified for settlement purposes only the following
28 Class pursuant to Rule 23 of the Federal Rule of Civil Procedure:

"All current and former non-exempt employees who worked for

1 **Defendants in California during the period December 23, 2018 through**
2 **[REDACTED].”**

3 The Court deems this definition sufficient for settlement purposes and finds
4 that the requirements of Rule 23 have been satisfied with respect to the Settlement.

5 15. The Court finally approves Sandro Rodriguez as the Class
6 Representative. The Court hereby determines that the requested Enhancement
7 Award to Plaintiff and class representative Sandro Rodriguez in the amount of
8 \$7,500 is appropriate under the circumstances of the case and the time and effort
9 spent by Plaintiff in litigating the case on behalf of the Class and the PAGA Group
10 Members.

11 16. The Court finds and determines that the Individual Settlement
12 Payments provided for by the terms of the Settlement Agreement are fair and
13 reasonable. The Court hereby orders the payment of those Individual Settlement
14 Payments to the Class Members in accordance with the terms of the Settlement
15 Agreement.

16 17. The Court appoints Bradley/Grombacher, LLP and Capstone Law
17 APC, as Class Counsel.

18 18. The Court finds and determines that the attorneys’ fees request of 33%
19 of the total settlement, or \$264,000, is reasonable under both methods used in the
20 courts in this Circuit for determining fee awards in class action cases: the
21 percentage-of-the-recovery method and the lodestar method. The percentage
22 requested is well within the range of percentage awards approved in this Circuit,
23 and Class Counsel have submitted declarations indicating that the lodestar is
24 substantial and reasonably incurred. The Court further finds and determines that the
25 litigation costs request of \$[REDACTED] is reasonable in amount. Class Counsel has
26 submitted a declaration categorizing these costs and showing that they were
27 necessary to secure the resolution of this litigation.

28 19. Pursuant to the terms of the Settlement Agreement, and the authorities,
evidence, and argument submitted by Class Counsel, the Court hereby awards Class

1 Counsel attorneys' fees in the amount of \$264,000 and litigation costs in the amount
2 of \$[] to be paid from the settlement fund as final payment for and complete
3 satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class
4 Counsel.

5 20. The Court finds and determines that the payment to the Settlement
6 Administrator, Phoenix Settlement Administrators, in the amount of \$[] is fair
7 and reasonable. The Court hereby awards the Settlement Administrator the amount
8 of \$[] in administrative costs for its work on the settlement administration in
9 this case.

10 21. The Court finally approves payment to the Labor Workforce
11 Development Agency ("LWDA") in the amount of \$37,500 and determines that it
12 is fair and reasonable. The Court likewise approves payment in the amount of
13 \$12,500 to PAGA Group Members: All Class Members employed by Defendants
14 at any time between September 7, 2020 through [].

15 22. The Court finds and determines that the release of the Released Parties
16 from the Released Claims contained in the Settlement Agreement is appropriate and
17 shall bind all Class Members who did not timely opt out of the Settlement.

18 23. Nothing in this Order shall preclude any action to enforce the Parties'
19 obligations pursuant to the Settlement Agreement or pursuant to this Order,
20 including the requirement that Defendants make payments in accordance with the
21 Settlement Agreement.

22 24. The Court hereby enters final judgment in accordance with the terms
23 of the Settlement Agreement, the Court's Order Granting Preliminary Approval of
24 the Settlement, and this Order.

25 25. The parties shall bear their own costs and attorneys' fees except as
26 otherwise provided by this Order.

27 **IT IS SO ORDERED.**

28 Dated:

Hon. Cormac J. Carney

Exhibit C

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Attorneys for Plaintiff

UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA

SANDRO RODRIGUEZ on behalf
 of himself and all others similarly
 situated,

Plaintiffs,

v.

MITSUBISHI CHEMICAL
 CARBON FIBER AND
 COMPOSITES, INC., et al.

Defendants.

CASE NO. 8:21-CV-01711-CJC (JDEx)

Assigned to: Hon. Cormac J. Carney

**[PROPOSED] ORDER GRANTING
 MOTION FOR PRELIMINARY
 APPROVAL OF CLASS ACTION AND
 PAGA SETTLEMENT**

Date:

Time:

Courtroom:

**[PROPOSED] ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND
 PAGA SETTLEMENT**

Rodriguez, et al. v. Mitsubishi Chemical Carbon Fiber and Composites, et al.

ORDER

Plaintiff's Motion for Preliminary Approval of Class Settlement ("Motion") came for hearing before the Court. The Court has considered the papers submitted in support of the Motion and the terms of the proposed settlement. Based on the papers and pleadings on file herein, the Court hereby finds that the settlement falls within the range of possible final approval and is therefore deserving of preliminary approval.

Having made this determination, the Court hereby ORDERS as follow:

1. The Court grants preliminary approval of the parties' Joint Stipulation of Settlement and Release ("Settlement Agreement"), attached as Exhibit [] to the Declaration of [] in support of Plaintiff's Motion. All capitalized terms used in this Order shall have the same defined meanings as set forth in the Settlement Agreement.

2. The Court preliminarily certifies the following class for settlement purposes only pursuant to Rule 23 of the Federal Rule of Civil Procedure, pending final approval of the settlement:

"All current and former non-exempt employees who worked for Defendants in California during the period December 23, 2018 through []."

The Court preliminarily finds, solely for purposes of the Settlement, that the requirements of Rule 23 have been satisfied with respect to the Settlement: (a) the Class is so numerous that joinder of all Class Members is impracticable; (b) there are questions of law and fact common to the Class that predominate over any individual questions; (c) the claims of the Named Plaintiff are typical of the claims of the Class; (d) Named Plaintiff and Class Counsel will fairly and adequately represent and protect the interests of the Class; and (e) a class action is superior to all other available methods for the fair and efficient adjudication of the controversy.

3. The Court preliminarily finds that (1) the Settlement is fair, adequate, and reasonable; (2) sufficient investigation and research have been conducted such

1 that counsel for the parties at this time are able to reasonably evaluate their
2 respective positions; (3) settlement at this time will avoid additional costs by all
3 parties, as well as avoid the delay and risks that would be presented by the further
4 prosecution of the Class Action; and (4) the Settlement Agreement has been reached
5 as the result of non-collusive, arms-length negotiations. The Court further finds that
6 the Settlement falls within the range of reasonableness of a settlement that could
7 ultimately be granted final approval by the Court, and merits submission to Class
8 Members for their consideration.

9 4. The Court preliminarily approves the \$50,000 settlement of Plaintiff's
10 claim under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), of
11 which, subject to final Court approval, 75% will be paid to the LWDA, and the
12 remaining 25% will be paid to all PAGA Group Members: All Class Members
13 employed by Defendants at any time between September 7, 2020 through [REDACTED].

14 5. The Court preliminarily appoints Plaintiff Sandro Rodriguez as Class
15 Representative on behalf of the Class.

16 6. The Court preliminarily appoints Bradley/Grombacher, LLP and
17 Capstone Law APC as Class Counsel for the Class.

18 7. The Court appoints Phoenix Settlement Administrators as Settlement
19 Administrator.

20 8. The Court preliminarily approves the Class Notice, attached as Exhibit
21 A, to the Settlement Agreement. The Settlement Administrator will send the Class
22 Notice to Class Members according to the schedule set forth below.

23 9. The Court preliminarily approves Class Counsel' attorneys' fees
24 request of 33% of the total settlement, or \$264,000, and an estimate [REDACTED] in costs,
25 subject to final review by the Court.

26 10. The Court preliminarily approves the Enhancement Award of \$7,500
27 to the Named Plaintiff.

28 11. The Court preliminarily approves the Settlement Administrator costs
of \$12,000 to Phoenix Settlement Administrators.

12. The Court finally approves payment to the Labor Workforce Development Agency (“LWDA”) in the amount of \$37,500 (with an additional \$12,500 being distributed among the PAGA Group Members).

13. The following dates shall govern for the purposes of the Settlement:

Deadline	Activity
Within 30 calendar days from Preliminary Approval.	Defendants shall provide the Settlement Administrator with the Class List.
Within 15 business days after the Settlement Administrator obtains the Class List.	The Settlement Administrator shall mail a Class Notice, by first-class mail, to Class Members.
60 days from mailing date.	All Class Members’ requests for exclusion and objections must be postmarked by this date.
[REDACTED]	Plaintiff shall submit his Final Approval Motion and Motion for Attorneys’ Fees and Costs.
[REDACTED]	Hearing on Plaintiff’s Final Approval Motion and Motion for Attorneys’ Fees and Costs

14. The Court sets the hearing for final approval of the settlement on [REDACTED], 2022 at [REDACTED], to determine whether the Settlement Agreement, including Class Counsel’ attorneys’ fees and costs and Plaintiff’s Enhancement Award, should be finally approved as fair, reasonable, and adequate.

15. In the event the Settlement Agreement is not approved by the Court, or for any reason the parties fail to obtain a final judgment as contemplated by the Settlement Agreement, or the Settlement Agreement is terminated pursuant to its

1 terms for any reason, then the following shall apply: (a) all Orders and findings
2 entered in connection with the Settlement Agreement shall become null and void
3 and have no further force and effect, shall not be used or referred to for any purposes
4 whatsoever, and shall not be admissible or discoverable in any other proceeding;
5 (b) nothing contained in this Order is, or may be construed as, any admission or
6 concession by or against Defendants or Plaintiff on any point of fact or law; and (c)
7 this Settlement Agreement and all negotiations, proceedings, documents prepared,
8 and statements made in connection herewith shall be without prejudice to the
9 parties.

10 **IT IS SO ORDERED.**

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12 Dated: _____

13 Hon. Cormac J. Carney
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