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PRECISION TUBE BENDING, INC.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF LOS ANGELES**

JOSHUA WILLIAMS, individually, and on  
behalf of all others similarly situated,

Plaintiff,

v.

PRECISION TUBE BENDING, a California  
corporation; and DOES 1 through 10, inclusive,

Defendants

Case No. 21STCV46806

*Assigned for all purposes to the Honorable  
Randolph M. Hammock, Department 49*

**JOINT STIPULATION OF PRIVATE  
ATTORNEYS GENEAL ACT SETTLEMENT  
AGREEMENT**

Complaint Filed: December 23, 2021  
Trial Date: None Yet Set

**JOINT STIPULATION OF PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT  
AGREEMENT**

This Joint Stipulation of Private Attorneys General Act Settlement Agreement (“Agreement” or “Settlement”) is made by and between plaintiff Joshua Williams (“Plaintiff”) and defendant Precision Tube Bending, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

**1. DEFINITIONS**

1.1. “Action” means Plaintiff’s class and Private Attorneys General Act (“PAGA”) action lawsuit alleging wage and hour violations against Defendant, captioned *Williams v. Precision Tube Bending*, filed on December 23, 2021 and pending in the Superior Court of the State of California, County of Los Angeles, Case Number 21STCV46806.

1.2. “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with the approval of this Settlement.

1.4. “Aggrieved Employee” means all persons who worked for Defendant in California as an hourly paid or non-exempt employee during the PAGA Period.

1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods that the Aggrieved Employee worked during the PAGA Period.

1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

1.7. “Court” means the Superior Court of California, County of Los Angeles.

1.8. "Defense Counsel" means Jessica Gregg of Attwood Gregg, LLP.

1.9. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the Settlement and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters Judgment if no objections are filed to this settlement or if all objections are withdrawn prior to the Court ruling on them; or (b) sixty-one (61) days after the date of entry of the settlement approval order if objections are filed and overruled and no appeal is taken from the order approving the settlement; or (c) if a timely appeal is made, ten (10) business days after the final resolution of that appeal if the appeal is rejected, the settlement is upheld, and the settlement approval order is no longer subject to further judicial review.

1.10. "Gross Settlement Amount" means \$175,000.00, which is the total amount Defendant agrees to pay under the Settlement except as provided in Section 8, below. The Gross Settlement Amount will be used to pay the Individual PAGA Payments, LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative Enhancement Payment, and Administration Expenses Payment.

1.11. "Individual PAGA Payment" means the Aggrieved Employee's *pro rata* share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.12. "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.13. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.14. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative Enhancement Payment, and Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.16. "PAGA Counsel" means Kane Moon, Allen Feghali, and Charlotte Mikat-Stevens of Moon Law Group, PC, the attorneys representing the Plaintiff in the Action.

1.17. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reasonable attorneys' fees and reimbursement of expenses, respectively, incurred to prosecute the Action.

1.18. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period and recorded work time in Defendant's timekeeping system.

1.19. "PAGA Period" means the period from December 23, 2020 to the date of approval of the Settlement by the Court.

1.20. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698 *et seq.*).

1.21. "PAGA Notice" means Plaintiff's December 19, 2021 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a) attached to this Agreement as **Exhibit A**.

1.22. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to the LWDA in settlement of PAGA claims.

1.23. "Plaintiff" or "PAGA Representative" means Joshua Williams, the named plaintiff in the Action.

1.24. "Approval Order" means the proposed Court Order Granting Approval of Settlement.

1.25. "Released PAGA Claims" means the claims being released by the Plaintiff, Aggrieved Employees, and PAGA Counsel, as described in Paragraph 5 below.

1.26. "Released Parties" means Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

1.27. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.28. "Defendant" means named defendant Precision Tube Bending.

1.29. "PAGA Representative Enhancement Payment" means the amount allocated to Plaintiff for his role, service, and risks undertaken as the PAGA Representative of the State of California in this Action and for his general release, pursuant to section 5.1 of this Agreement.

## 2. RECITALS

2.1. On December 19, 2021, Plaintiff sent a letter to the Labor and Workforce Development Agency ("LWDA"), stating that he intended to pursue a representative action under the PAGA for civil penalties against Defendant for the following alleged violations of the California Labor Code: Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2699(f)(2) and 2802.

2.2. On December 23, 2021, Plaintiff commenced this Action by filing a class action Complaint alleging causes of action against Defendant. Plaintiff's Complaint sought damages, on his behalf and on behalf of a class of all non-exempt or hourly employees, for the following alleged violations of the California Labor Code: (1) failure to pay all minimum wages (in violation of Labor Code sections 204, 1194, 1194.2, and 1197); (2) failure to pay all overtime compensation (in violation of Labor Code sections 1194 and 1198); (3) failure to provide compliant meal periods (in violation of Labor Code section 226.7 and 512); (4) failure to provide compliant rest periods (in violation of Labor Code section 226.7); (5) failure to indemnify for necessary business expenses (in violation of Labor Code section 2802); (6) failure to time all wages due at the time of termination (in violation of Labor Code sections 201-203); (7) failure to provide accurate itemized wage statements (in violation of Labor Code section 226); and (8) unfair competition (Business and Professions Code section 17200 *et seq.*)

2.3. On March 4, 2022, Plaintiff filed a First Amended Complaint, which added a cause of action for civil penalties pursuant to the PAGA based on the same Labor Code violations alleged in the Complaint. Plaintiff's First Amended Complaint is the operative complaint in the Action (the "Operative Complaint"). On June 7, 2022, the Court entered an order granting Plaintiff's request to dismiss Plaintiff's individual and class allegations in light of Defendant's provision of an arbitration agreement which does not expressly provide for class-wide arbitration. Accordingly, the only remaining claim in the operative complaint is a single cause of action under PAGA. Defendant denies the

1 allegations in the Operative Complaint, denies any failure to comply with the laws identified in the  
2 Operative Complaint and denies any and all liability for the causes of action alleged.

3 2.4. For purposes of this settlement, Defendant waives any argument that Plaintiff failed to  
4 provide timely written notice of his claims to Defendant and the LWDA, as required by Labor Code  
5 section 2699.3, subd.(a), and that Plaintiff is not an “aggrieved employee” as defined in Labor Code  
6 section 2699, subd.(c).

7 2.5. On August 26, 2023, the Parties participated in a mediation presided over by Lynn Frank,  
8 Esq., a well-respected wage and hour class and PAGA mediator, which led to this Agreement to settle  
9 the Action.

10 2.6. Prior to mediation, Plaintiff obtained, through informal discovery, employee and payroll  
11 data, policy documents, and additional information regarding Defendant’s non-exempt, hourly  
12 employees in California who worked as employees during the PAGA Period, which Plaintiff’s Counsel  
13 reviewed and analyzed.

14 2.7. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any  
15 other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

### 16 **3. MONETARY TERMS**

17 3.1. *Gross Settlement Amount.* Except as otherwise provided by Paragraph 8 below, Defendant  
18 promises to pay \$175,000.00 and no more as the Gross Settlement Amount. Defendant has no  
19 obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this  
20 Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or  
21 requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross  
22 Settlement Amount will revert to Defendant.

23 3.2. *Payments from the Gross Settlement Amount.* The Administrator will make and deduct the  
24 following payments from the Gross Settlement Amount, in the amounts specified by the Court in the  
25 Final Approval:

26 3.2.1. *To PAGA Counsel:* A PAGA Counsel Fees Payment of not more than 33.3%  
27 which is currently estimated to be \$58,333.33 and PAGA Counsel Litigation Expenses Payment of not  
28 more than \$20,000.00. Defendant will not oppose requests for Court approval of these payments

provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. *To the PAGA Representative:* A PAGA Representative Enhancement Payment not to exceed \$10,000.00 for Plaintiff's role, service, and risks undertaken as the PAGA Representative of the State of California in this Action.

3.2.3. *To the Administrator:* An Administration Expenses Payment not to exceed \$7,500.00 owing of good cause and as approved by the Court. To the extent the Administration Expenses are less than \$7,500.00 or the Court approves payment less than this amount, the Administrator will retain the remainder in the Net Settlement Amount. Phoenix Settlement Administrations. has been selected as the Administrator, based upon its "not to exceed" bid of \$7,500.00.

3.2.4. *To the LWDA and Aggrieved Employees:* PAGA Penalties to be paid from the Gross Settlement Amount equal to the Gross Settlement Amount less the PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative Enhancement Payment, and Administration Expenses Payment—with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (i.e., the Net Settlement Amount) by the total number of PAGA Period Pay Periods worked by all Aggrieved

Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. The Individual PAGA Payments shall be allocated as 100% to penalties and interest.

#### **4. SETTLEMENT FUNDING AND PAYMENTS**

4.1. *Aggrieved Employee Pay Periods.* Based on a review of its records to date, Defendant estimates there are 135 Aggrieved Employees who worked a total 4,931 of PAGA Pay Periods from December 23, 2020 through August 26, 2023.

4.2. *Aggrieved Employee Data.* Within twenty-one (21) days of the complete execution of this Agreement, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. *Funding of Gross Settlement Amount.* Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator the earlier of 180 days after the Effective Date, or September 1, 2024

4.4. *Payments from the Gross Settlement Amount.* Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA

1 Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees  
2 Payment, the PAGA Counsel Expenses Payment, and the PAGA Representative Enhancement Payment.  
3 Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of  
4 Individual PAGA Payments.

5 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send  
6 them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid along with the Notice of  
7 PAGA Representative Action Settlement (attached hereto as **Exhibit B**). The face of each check shall  
8 prominently state the date (180 days after the date of mailing) when the check will be voided. The  
9 Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the  
10 Settlement Administrator must update the recipients' mailing addresses using the National Change of  
11 Address Database.

12 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all  
13 Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within  
14 seven (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS  
15 forwarding address provided or to an address ascertained through the Aggrieved Employee Address  
16 Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose  
17 re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement  
18 check to any Aggrieved Employee whose original check was lost or misplaced, requested by the  
19 Aggrieved Employee prior to the void date.

20 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed  
21 and cancelled after the void date, the Administrator shall transmit the funds represented by such checks  
22 to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

23 4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer  
24 any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k)  
25 contributions or bonuses) beyond those specified in this Agreement.

## 26 **5. RELEASE OF CLAIMS**

27 Pursuant to the requirements of Labor Code sections 2698, *et seq.*, Plaintiff is the designated  
28 agent of the California Labor and Workforce Development Agency ("LWDA"), and is proceeding as a

1 private attorney general, by bringing this enforcement action to recover civil penalties on behalf of the  
2 LWDA and for the group of Aggrieved Employees.

3 The Parties agree, and Plaintiff agrees, that effective on the date when Defendant fully funds the  
4 entire Gross Settlement Amount, the LWDA shall release the Released Parties from any claim for civil  
5 penalties arising out of the Released Claims. As consideration for this release, the LWDA shall receive  
6 75% of the PAGA Payment, consistent with the requirements of the Labor Code sections 2698, *et seq.*  
7 The Aggrieved Employees shall receive 25% of the PAGA payment consistent with the requirements of  
8 the Labor Code sections 2698, *et seq.*

9 5.1. *Plaintiff's Release.* Effective on the date when Defendant fully funds the entire Gross  
10 Settlement Amount, Plaintiff and his respective former and present spouses, representatives, agents,  
11 attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release  
12 and discharge Released Parties from all claims, transactions, or occurrences that occurred during the  
13 PAGA Period, including, but not limited to: (a) all claims that were, or reasonably could have been,  
14 alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's  
15 Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to  
16 any claims for vested benefits, unemployment benefits, disability benefits, social security benefits,  
17 workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA  
18 Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to,  
19 the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's  
20 Release shall be and remain effective in all respects, notwithstanding such different or additional facts or  
21 Plaintiff's discovery of them.

22 Plaintiff stipulates and agree that, upon the date on which the Court's Approval Order becomes  
23 "Final", Plaintiff shall be deemed to have expressly waived and relinquished, to the fullest extent  
24 permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any  
25 other similar provision under federal or state law, which provides:

26 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**  
27 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR**  
28 **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.**

This release specifically excludes claims for unemployment insurance, disability, social security, and workers compensation (with the exception of claims arising pursuant to California Labor Code Sections 132(a) and 4553). Accordingly, if the facts relating in any manner to this Settlement are found hereafter to be other than or different from the facts now believed to be true, the release of claims contained herein shall be effective as to all unknown claims.

5.2. *Release by Aggrieved Employees.* Effective on the date when Defendant fully funds the entire Gross Settlement Amount all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice (“Released Claims”).

5.3. *Release by PAGA Counsel.* Effective on the date when Defendant fully funds the entire Gross Settlement Amount, PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Counsel Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

**6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.**

The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1. *Plaintiff’s Responsibilities.* Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)).

6.2. *Responsibilities of PAGA Counsel.* PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than sixty (60) days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court’s Approval Order to the Administrator.

6.3. *Duty to Cooperate.* If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

## **7. SETTLEMENT ADMINISTRATION**

7.1. *Selection of Administrator.* The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. *Employer Identification Number.* The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3. *Qualified Settlement Fund.* The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under U.S. Treasury Regulation section 468B-1.

7.4. *Administrator Duties.* The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

## **8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE**

The Parties estimate that there was a total of 4,931 pay periods worked by an estimated 135 Aggrieved Employees from December 23, 2020 to August 26, 2023. If the number of pay periods during the PAGA Period is more than 10% greater than this figure (*i.e.*, if there are approximately 5,425

or more pay periods worked by Aggrieved Employees), Defendant has the option to either: (1) agree to increase the Gross Settlement Amount on a proportional basis (*i.e.*, if there was 11% increase in the number of pay periods during the PAGA Period, Defendant would agree to increase the Gross Settlement Amount on a proportionately by 1%); or (2) in the alternative, in the event that this provision is triggered, then Defendant may elect to end the PAGA Period at an earlier date than described above, so as to have an earlier end to the PAGA Period at the Defendant's discretion in order to limit the covered pay periods to 5,425 (or less) in lieu of paying an increase to the Gross Settlement Amount.

## **9. CONTINUING JURISDICTION OF THE COURT**

The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.1. *Waiver of Right to Appeal.* Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

## **10. ADDITIONAL PROVISIONS**

10.1. *No Admission of Liability or Representative Manageability for Other Purposes.* This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If,

1 for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to  
2 the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The  
3 Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will  
4 not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the  
5 Settlement and this Agreement).

6 10.2. *Integrated Agreement.* Upon execution by all Parties and their counsel, this Agreement  
7 together with its attached exhibits shall constitute the entire agreement between the Parties relating to  
8 the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made  
9 to or by any Party.

10 10.3. *Attorney Authorization.* PAGA Counsel and Defense Counsel separately warrant and  
11 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action  
12 required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and  
13 to execute any other documents reasonably required to effectuate the terms of this Agreement including  
14 any amendments to this Agreement.

15 10.4. *Cooperation.* The Parties and their counsel will cooperate with each other and use their  
16 best efforts, in good faith, to implement the Settlement by, among other things, modifying the  
17 Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as  
18 requested by the Court. In the event the Parties are unable to agree upon the form or content of any  
19 document necessary to implement the Settlement, or on any modification of the Agreement that may  
20 become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or  
21 the Court for resolution.

22 10.5. *No Prior Assignments.* The Parties separately represent and warrant that they have not  
23 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to  
24 any person or entity and portion of any liability, claim, demand, action, cause of action, or right released  
25 and discharged by the Party in this Settlement.

26 10.6. *No Tax Advice.* Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are  
27 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as  
28

1 such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as  
2 amended) or otherwise.

3 10.7. *Modification of Agreement.* This Agreement, and all parts of it, may be amended,  
4 modified, changed, or waived only by an express written instrument signed by all Parties or their  
5 representatives, and approved by the Court.

6 10.8. *Agreement Binding on Successors.* This Agreement will be binding upon, and inure to the  
7 benefit of, the successors of each of the Parties.

8 10.9. *Applicable Law.* All terms and conditions of this Agreement and its exhibits will be  
9 governed by and interpreted according to the internal laws of the state of California, without regard to  
10 conflict of law principles.

11 10.10. *Cooperation in Drafting.* The Parties have cooperated in the drafting and preparation of  
12 this Agreement. This Agreement will not be construed against any Party on the basis that the Party was  
13 the drafter or participated in the drafting.

14 10.11. *Confidentiality.* To the extent permitted by law, all agreements made, and orders entered  
15 during Action and in this Agreement relating to the confidentiality of information shall survive the  
16 execution of this Agreement.

17 10.12. *Use and Return of Aggrieved Employee Data.* Information provided to PAGA Counsel  
18 pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA  
19 Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection  
20 with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may  
21 not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not  
22 later than ninety (90) days after the Administrator discharges its obligation to pay out of all Settlement  
23 funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received  
24 from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes  
25 a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee  
26 Data.

27 10.13. *Headings.* The descriptive heading of any section or paragraph of this Agreement is  
28 inserted for convenience of reference only and does not constitute a part of this Agreement.

10.14. *Calendar Days.* Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.15. *Notice.* All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Kane Moon (SBN 249834)

E-mail: kmoon@moonlawgroup.com

Allen Feghali (SBN 301080)

E-mail: afeghali@moonlawgroup.com

Charlotte Mikat-Stevens (SBN 327047)

E-mail: cmikat-stevens@moonlawgroup.com

**MOON LAW GROUP, PC**

1055 West Seventh Street, Suite 1880

Los Angeles, California 90017

To Defendant:

Joel P. Kelly (SBN 100716)

Jessica C. Gregg (SBN 276543)

**ATTWOOD GREGG, LLP**

527 West 7th St., Suite 1200

Los Angeles, California 90014

Telephone: (213) 985-2233

Facsimile: (213) 985-7181

jpk@attwoodgregg.com

jcg@attwoodgregg.com

Attorneys for Defendant

PRECISION TUBE BENDING, INC.

10.16. *Execution in Counterparts.* This Agreement may be executed in one or more counterparts by facsimile, electronically (*i.e.*, DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17. *Stay of Litigation.* The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree,

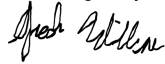
upon the signing of this Agreement and pursuant to CCP section 583.330, to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

The Parties hereby execute this Agreement.

9/27/2023

Dated: \_\_\_\_, 2023

Joshua Williams

DocuSigned by:  
  
289B72BDA7D5485...

Dated: \_\_\_\_, 2023

Precision Tube Bending

By: \_\_\_\_\_

Diane Williams  
Chief Executive Officer

APPROVED AS TO FORM:

09/27/2023

Dated: \_\_\_\_, 2023

MOON LAW GROUP, PC

By: \_\_\_\_\_

Kane Moon, Esq.  
Allen Feghali, Esq.  
Charlotte Mikat-Stevens, Esq.  
Attorneys for plaintiff Joshua Williams

Dated: \_\_\_\_, 2023

ATWOOD GREGG LLP

By: \_\_\_\_\_

Joel P, Kelly, Esq.  
Attorneys for defendant Precision Tube Bending

1 upon the signing of this Agreement and pursuant to CCP section 583.330, to extend the date to bring a  
2 case to trial under CCP section 583.310 for the entire period of this settlement process.

3 The Parties hereby execute this Agreement.

4  
5 Dated: \_\_, 2023

Joshua Williams

6  
7  
8 Dated: 9/30, 2023

Precision Tube Bending

9  
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12  
13 APPROVED AS TO FORM:

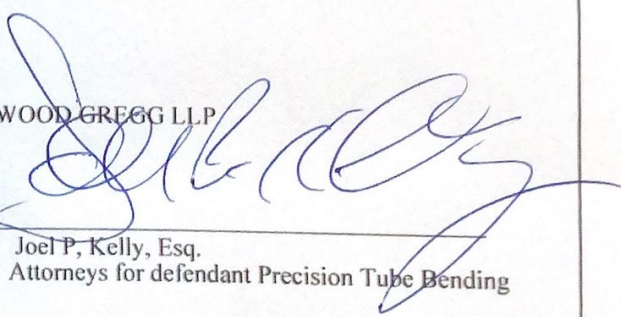
14 Dated: \_\_, 2023

MOON LAW GROUP, PC

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17  
18  
19  
20  
21 Dated: 10/2, 2023

By: \_\_\_\_\_  
Kane Moon, Esq.  
Allen Feghali, Esq.  
Charlotte Mikat-Stevens, Esq.  
Attorneys for plaintiff Joshua Williams

22  
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28  
ATWOOD GREGG LLP

By:   
Joel P. Kelly, Esq.  
Attorneys for defendant Precision Tube Bending

# EXHIBIT A

# **MOON & YANG, APC**

ATTORNEYS AT LAW  
WWW.MOONYANGLAW.COM

1055 W. SEVENTH ST., SUITE 1880  
LOS ANGELES, CALIFORNIA 90017  
TELEPHONE: (213) 232-3128  
FACSIMILE: (213) 232-3125

Kane Moon, Esq.  
Kane.Moon@moonyanglaw.com

December 19, 2021

## **VIA ONLINE SUBMISSION**

Labor & Workforce Development Agency  
Attn. PAGA Administrator  
1515 Clay Street, Ste. 801  
Oakland, CA 94612

## **VIA CERTIFIED MAIL**

Precision Tube Bending  
13626 TALC Street  
Santa Fe Springs, CA 90670

### **Notice of Labor Code Violations and PAGA Penalties**

Re: ***Joshua Williams v. Precision Tube Bending***

To Whom It May Concern:

Please be advised that my office has been retained by Joshua Williams (“Plaintiff”) to pursue a Labor Code Private Attorney General Act (PAGA) representative action (Cal. Lab. Code §§ 2699, *et seq.*) against his former employer, Precision Tube Bending (“Defendant”). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all of Defendant’s aggrieved employees.

Plaintiff wishes to pursue a PAGA representative action on behalf of Plaintiff individually as an aggrieved employee, on behalf of the State of California, and on behalf of all other current and former aggrieved employees who worked for Defendant in California as an hourly paid, non-exempt employee at any time within the applicable statutory period (hereafter, the “Aggrieved Employees”).

Plaintiff and the Aggrieved Employees of Defendant suffered the Labor Code violations described below.

### **Factual Background Regarding Plaintiff's Employment with Defendant**

Defendant owns and operates an industry, business, and establishment within the State of California, including Los Angeles County. As such, Defendant is subject to the California Labor Code and the Wage Orders issued by the Industrial Welfare Commission (“IWC”).

Plaintiff worked for Defendant as a customer service employee from approximately August 30, 2021 to October 2021, primarily in Los Angeles County. Defendant classified Plaintiff as non-exempt from overtime. During the time period that Plaintiff was employed by Defendant, Plaintiff typically worked 5 days per week, and in excess of 8 hours each workday.

Throughout Plaintiff's employment, Defendant committed numerous labor code violations under state law. As discussed below, Plaintiff's experience working for Defendant was typical and illustrative.

### **Failure to Pay for All Hours Worked, Including Overtime**

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

Throughout the time period involved in this case, Defendant maintained a policy and practice of failing to pay Plaintiff and the Aggrieved Employees for all hours worked (including minimum wages, straight time wages and overtime wages). Defendant regularly used a system of time rounding in a manner that resulted, over a period of time, in failing to compensate Plaintiff and the Aggrieved Employees properly for all the time they have actually worked, even though the realities of Defendant's operations are such that it is possible, practical, and feasible to count and pay for work time to the minute. Accordingly, Defendant frequently paid Plaintiff and the Aggrieved Employees less than all their work time. Some of this unpaid work also should have been paid at the overtime rate. Throughout the statutory period, Defendant also maintained a policy and practice of requiring Plaintiff and the Aggrieved Employees to perform work "off-the-clock", such as being required to attend morning production meetings, uncompensated. In doing so, Defendant also failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including overtime.

### **Failure to Provide Meal Periods**

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Defendant wrongfully failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, continuous and uninterrupted, duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Defendant did not adequately inform Plaintiff and the Aggrieved Employees of their right to take a meal period by the end of the fifth hour of work, or, for shifts greater than 10 hours, by the end of the tenth hour of work. Moreover, Defendant did not have adequate written policies or practices providing meal periods for Plaintiff and the Aggrieved Employees, nor did Defendant have adequate policies or practices regarding the timing of meal periods. Defendant also did not have adequate policies or practices to verify whether Plaintiff and the Aggrieved Employees were taking their required meal periods. Accordingly, Defendant's policy and practice was to not provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

### **Failure to Authorize and Permit Rest Periods**

Employers are required by California law to authorize and permit breaks of 10 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours).

Thus, for example, if an employee's work time is 6 hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Defendant, however, wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take timely and duty-free rest periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendant authorizing and permitting them to take a 10 minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Defendant did not adequately inform Plaintiff and the Aggrieved Employees of their right to take a rest period. Moreover, Defendant did not have adequate policies or practices permitting or authorizing rest periods for Plaintiff and the Aggrieved Employees, nor did Defendant have adequate policies or practices regarding the timing of rest periods. Defendant also did not have adequate policies or practices to verify whether Plaintiff and the Aggrieved Employees were taking their required rest periods. Further, Defendant did not maintain accurate records of employee work periods, and therefore Defendant cannot demonstrate that Plaintiff and the Aggrieved Employees took rest periods during the middle of each work period. Accordingly, Defendant's policy and practice was for Plaintiff and the Aggrieved Employees to work through rest periods and to not authorize or permit them to take any rest periods.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Defendant are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

#### **Failure to Maintain Accurate Records of Hours Worked and Meal Periods**

Plaintiff seeks penalties under Labor Code § 1174(d). Pursuant to Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendant, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiff and the Aggrieved Employees.

Defendant's failure to provide and maintain records required by the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendant's records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendant. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendant to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendant's knowing failure to comply with the Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 1174.5 for failing to maintain accurate records of hours worked and meal periods.

#### **Failure to Reimburse and Indemnify Expenses**

California Labor Code § 2802 requires employers to reimburse employees for their necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of the employer.

Throughout the statutory period, Defendant wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendant without reimbursement. Plaintiff and the Aggrieved Employees incurred these substantial expenses as a direct result of performing their job duties for Defendant, and Defendant has failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

#### **Failure to Timely Pay All Wages at Termination**

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Within the applicable statute of limitations, the employment of Plaintiff and many other Aggrieved Employees ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendant failed, and continues to fail to pay Plaintiff and terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendant's employ. These unpaid wages include wages for unpaid work time (including minimum and straight time wages), missed meal periods, and missed rest periods.

Defendant's conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendant their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to Labor Code § 203.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

### **Failure to Furnish Accurate Itemized Wage Statements**

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay

period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees." (Lab. Code § 226(e)(1).)

Defendant intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify hourly rates, the failure to correctly list gross wages earned, and the failure to list the true net wages earned, including wages for meal periods that were not provided in accordance with California law, wages for rest periods that were not authorized and permitted to take in accordance with California law, and correct wages earned for all hours worked.

As a result of Defendant violating Labor Code § 226, Plaintiff and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights.

Accordingly, Plaintiff and similarly Aggrieved Employees are entitled to recover from Defendant the greater of their actual damages caused by Defendant's failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding \$4,000 dollars per employee.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

#### **Failure to Pay All Earned Wages Twice Per Month**

Based on its failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendant also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for hours worked. However, during all such times, Defendant systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendant, all wages for all rest periods not authorized and permitted by Defendant, and all wages for all hours worked. As a result, Defendant owes employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

#### **Action for Civil Penalties Under PAGA**

In light of the above, Plaintiff alleges that Defendant violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

1. Labor Code § 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages and overtime wages;
2. Labor Code § 226.7, 512 and applicable Wage Orders by failing to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;
4. Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;
5. Labor Code § 2802 by failing to reimburse and indemnify employees for expenses and losses in the direct consequence and discharge of their duties;
6. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;
7. Labor Code § 226 by failing to provide accurate itemized wage statements; and
8. Labor Code § 204 by failing to pay all earned wages two times per month.

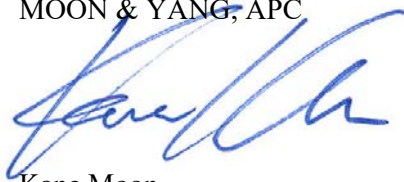
Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, 2802, and 2699(f)(2).

Plaintiff has placed Defendant on notice by mailing a certified copy of this correspondence to its corporate address, as indicated on the first page.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

MOON & YANG, APC



Kane Moon  
*Attorney at Law*

# EXHIBIT B

## **NOTICE OF PAGA ACTION SETTLEMENT**

*Williams v. Precision Tube Bending, Los Angeles County Superior Court Case No. 21STCV46806*

*This is not a solicitation by a lawyer. You are not being sued.*

IF YOU ARE OR WERE EMPLOYED AS A NON-EXEMPT, HOURLY EMPLOYEE BY DEFENDANT PRECISION TUBE BENDING (“DEFENDANT”) DURING THE PAGA PERIOD (December 23, 2020 through -----), THIS PAGA SETTLEMENT AFFECTS YOUR RIGHTS.

A settlement (the “Settlement”) has been reached in the lawsuit entitled *Williams v. Precision Tube Bending*, Los Angeles County Superior Court Case No. 21STCV46806 (the “Action”), asserting claims under the Private Attorneys General Act of 2004, Labor Code § 2698, *et seq.* (“PAGA”). The purpose of this Notice is to advise you as to why you have received a portion of the Settlement proceeds. The Settlement resolves the Action.

### ***Who is affected by this proposed Settlement?***

The Court has designated, for settlement purposes only, the following persons as “Aggrieved Employees”:

All non-exempt, hourly employees who worked as employees for Defendant in California at any time during the PAGA Period (the “PAGA Period” refers to the period of December 23, 2020 through -----).

According to Defendant’s records, you are one of the Aggrieved Employees.

### ***What is this case about?***

In the Action, Plaintiff Joshua Williams asserted claims that Defendant violated provisions of the Labor Code giving rise to claims for civil penalties under the Private Attorneys General Act of 2004 (“PAGA”) [Lab. Code § 2699, *et seq.*].

Defendant denies all liability based on legal and factual defenses to these claims, but Defendant agreed to settle, in recognition of the risks, distractions, and costs associated with litigation.

This Settlement is a compromise reached after good faith, arm’s length negotiations between Plaintiff and Defendant (the “Parties”), through their attorneys and is not an admission of liability on the part of Defendant.

The Court has not ruled on the merits of Plaintiff’s claims or Defendant’s defenses but did approve the Settlement.

### ***What are the Settlement terms?***

Defendant will pay **\$175,000.00** (the “Gross Settlement Amount”) for: (a) payment of \$\_\_\_\_\_ to the Labor and Workforce Development Agency (“LWDA”) as its 75% share of PAGA penalties; (b) payment of \$\_\_\_\_\_ to Aggrieved Employees as their 25% share of PAGA penalties; (c) payment of attorney’s fees of **\$58,333.33** and litigation costs of to \$\_\_\_\_\_; (d) payment of administration costs of \$\_\_\_\_\_ to the Settlement Administrator; and (e) payment of **\$10,000.00** to plaintiff Joshua Williams as an Enhancement Award for his participation in the litigation.

By operation of the Settlement’s terms, all Aggrieved Employees will release Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries and affiliates (collectively, the “Released Parties”) from the PAGA claims that were alleged, or reasonably could have been alleged, based on the facts stated in Plaintiff’s Complaint and PAGA Notice (the “Released Claims”).

The Settlement Payments to Aggrieved Employees are classified as other miscellaneous income and will be reported on IRS Form 1099-MISC, if required<sup>1</sup>. Your share was calculated based on the number of pay periods you worked for Defendant during the PAGA Period.

All checks will remain valid and negotiable for one hundred eighty (180) days from the date of the checks’ issuance and shall thereafter automatically be void if not cashed within that time. Uncashed checks will be sent to the California State Controller’s Unclaimed Property division, in the name of the PAGA Settlement Member. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

The Settlement includes a release of PAGA claims asserted in the Action, but does not release any other claims.

**PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.**

---

<sup>1</sup> One hundred percent (100%) of your Individual PAGA Payment under this Settlement will be considered penalties, and may be subject to local, state, or federal tax withholdings and will be reported to the IRS and state tax authorities. You should rely on your own tax advisors as to the tax consequences, if any, of your individual PAGA payment. Neither Plaintiff nor Defendant have made any representations or warranties regarding the taxation of your Individual PAGA payment. Nothing within this notice or any other communication shall constitute or be construed or relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended).