

JOINT STIPULATION AND SETTLEMENT AGREEMENT

Subject to final approval by the Court, this Joint Stipulation and Settlement Agreement is between Plaintiff Jamesha Burns (“Plaintiff”) on behalf of herself, others similarly situated, and other aggrieved employees and Defendant A. M. Castle & Co. (“Defendant”). Plaintiff and Defendant are collectively referred to herein as the “Parties.”

I. DEFINITIONS

In addition to the other terms defined in this Joint Stipulation and Settlement Agreement, the terms below have the following meaning:

- A. **Administration Costs**: All administrative costs incurred by the Settlement Administrator to administer this Settlement including the cost of notice to the Class Members, settlement administration, and any fees and costs incurred or charged by the Settlement Administrator in connection with the execution of its duties under this Agreement, which is currently estimated at \$3,499.00 and shall not exceed \$7,500.00. All Administration Costs shall be paid from the Qualified Settlement Fund.
- B. **Agreement, Settlement Agreement, Joint Stipulation, or Settlement**: The settlement agreement reflected in this document, titled “Joint Stipulation and Settlement Agreement.”
- C. **Attorney Fee Award**: The amount, not to exceed one-third (1/3) of the Gross Settlement Amount or \$166,666.66, finally approved by the Court and awarded to Class Counsel. The Attorney Fee Award shall be paid from the Qualified Settlement Fund and will not be opposed by Defendant. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.
- D. **Case or Action**: The lawsuit originally filed by Plaintiff Jamesha Burns on December 1, 2020, entitled *Burns v. A. M. Castle & Co.*, Case No. 20STCV45602, in the Superior Court of California, County of Los Angeles, and as amended by the First Amended Complaint filed by Plaintiff on February 9, 2022 (which added two causes of action including a PAGA cause of action), in the Superior Court of California, County of Los Angeles.
- E. **Class**: All current and former hourly-paid or non-exempt employees of Defendant within the State of California at any time during the period from December 1, 2016 to March 31, 2022 that did not previously settle the claims settled in the Action. Anyone falling under the definition set forth in this paragraph that already settled and released their individual claims against Defendant, shall not be deemed part of the Class and will be excluded.

- F. **Class Counsel:** Douglas Han, Shunt Tatavos-Gharajeh, Phillip Song, and Josh B. Tran of Justice Law Corporation.
- G. **Class Member:** Each person eligible to participate in this Settlement who is a member of the Class as defined above.
- H. **Class Period:** The time period from December 1, 2016 to March 31, 2022.
- I. **Class Representative or Plaintiff:** Jamesha Burns.
- J. **Class Representative Enhancement Payment:** The amount the Court awards to Plaintiff for her service as Class Representative, which will not exceed \$10,000.00. This payment shall be paid from the Qualified Settlement Fund and will not be opposed by Defendant. The Class Representative Enhancement Payment is subject to the approval of the Court. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.
- K. **Complaints:** The complaint originally filed by Plaintiff Jamesha Burns in the Superior Court of California, County of Los Angeles, on December 1, 2020, in the case entitled *Burns v. A. M. Castle & Co.*, Case No. 20STCV45602, and the First Amended Complaint filed by Plaintiff in the Superior Court of California, County of Los Angeles, on February 9, 2022, in the case entitled *Burns v. A. M. Castle & Co.*
- L. **Cost Award:** The amount that the Court orders Defendant to pay Class Counsel for payment of actual litigation costs, which shall not exceed \$15,000.00. The Cost Award will be paid from the Qualified Settlement Fund and will not be opposed by Defendant. The Cost Award is subject to Court approval. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.
- M. **Counsel for Defendant:** Attorney Lizbeth Ochoa of Fisher & Phillips LLP.
- N. **Court:** The Superior Court of California, County of Los Angeles.
- O. **Defendant:** A. M. Castle & Co.
- P. **Effective Final Settlement Date:** The later of the following: (i) if no objections to the Settlement have been filed, or timely objections have been filed and then withdrawn, then the date the Court enters judgment granting Final Approval; (ii) if an objection to the Settlement has been filed, then the date on which time expires to file an appeal of the Court's grant of Final Approval; or (iii) if an objection was filed and a Notice of Appeal of the Court's grant of Final

Approval was timely filed, then the date the appeal is finally resolved, with the grant of Final Approval unaffected.

- Q. Eligible Aggrieved Employees:** The aggrieved employees eligible to recover the PAGA Payment that consist of all California non-exempt employees of Defendant at any time during the period from December 22, 2020 to March 31, 2022 (“PAGA Timeframe”).
- R. Exclusion Form:** The Election Not to Participate In (“Opt Out” Form) Class Action Settlement, substantially like the form attached hereto as **Exhibit B**, subject to Court approval.
- S. Final Approval, Final Approval Order, Judgment or Final Judgment:** “Final Approval” or “Final Approval Order” means the final order entered by the Court following the Final Fairness and Approval Hearing. “Judgment” or “Final Judgment” means the final judgment entered by the Court following the Final Fairness and Approval Hearing.
- T. Gross Settlement Amount:** The total value of the Settlement is a non-reversionary Five Hundred Thousand Dollars (\$500,000.00). This is the gross amount Defendant can be required to pay under this Settlement Agreement, which includes without limitation: (1) the Net Settlement Amount to be paid to Participating Class Members; (2) the Attorney Fee Award and the Cost Award to Class Counsel for attorneys’ fees and costs, as approved by the Court; (3) the Class Representative Enhancement Payment paid to the Class Representative, as approved by the Court; (4) Administration Costs, as approved by the Court; (5) Employee side taxes and (6) the PAGA Payment to the LWDA and to Eligible Aggrieved Employees, as approved by the Court. Defendant’s portion of payroll taxes as the Class Members’ current or former employer is not included in the Gross Settlement Amount and will be a separate obligation of Defendant. No portion of the Gross Settlement Amount will revert to Defendant for any reason.
- U. Individual Settlement Share(s):** The amount payable to each Participating Class Member under the terms of this Settlement Agreement. Class Members are not required to submit a claim form to receive their Individual Settlement Shares pursuant to this Agreement. Rather, Participating Class Members will receive an Individual Settlement Share automatically, without the return of a claim form.
- V. LWDA:** California Labor and Workforce Development Agency.
- W. Net Settlement Amount:** The total amount of money available for payout to Participating Class Members, which is the Gross Settlement Amount less the Attorney Fee Award, the Cost Award, the Class Representative Enhancement Payment, Administration Costs, Employee Side Taxes and the PAGA Payment.

In other words, the Net Settlement Amount is the portion of the Gross Settlement Amount that will be distributed to Class Members who do not request exclusion from the Settlement.

- X. **Notice:** The “Notice of Class Action and PAGA Settlement” to be provided to all Class Members regarding the terms of this Settlement, substantially like the form attached hereto as **Exhibit A**, subject to Court approval. The Notice shall constitute class notice pursuant to California Rules of Court, rule 3.769 (f) and, once approved by the Court, shall be deemed compliant with California Rules of Court, rule 3.766.
- Y. **Notice Packet:** The Notice, Exclusion Form, and Objection Form.
- Z. **Objection Form:** The Notice of Objection Form, substantially like the form attached hereto as **Exhibit C**, subject to Court approval.
- AA. **PAGA:** The California Labor Code Private Attorneys General Act of 2004 (California Labor Code section 2698, *et seq.*).
- BB. **PAGA Payment:** The PAGA Payment consists of Fifty Thousand Dollars (\$50,000.00) of the Gross Settlement Amount allocated to satisfy the PAGA penalties claim as alleged in the Action. Seventy-five percent (75%) of the PAGA Payment (\$37,500.00) shall be paid to the LWDA, and twenty-five percent (25%) of the PAGA Payment (\$12,500.00) shall be distributed to Eligible Aggrieved Employees, on a pro rata basis, as set forth below. Pursuant to California Labor Code § 2699(1)(2), settlement of a PAGA action must be approved by the Court and a copy of the proposed Settlement will be provided to the LWDA at the same time that it is submitted to the Court. In the event the LWDA objects to the Settlement, the Parties will meet and confer with the Court and the LWDA to reach a penalty allocation acceptable to all Parties that does not materially alter the terms of this Settlement.
- CC. **PAGA Released Claims:** Upon Defendant’s fulfillment of its payment obligations pursuant to Section III (J)(9)(a) of this Agreement, in exchange for the consideration provided by this Agreement, Plaintiff, the LWDA, and any other representative, proxy, or agent thereof, including, but not limited to, any and all Eligible Aggrieved Employees shall release the Released Parties from any claims for and are barred from pursuing any action against the Released Parties for civil penalties under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), Labor Code section 2698, *et seq.*, arising at any time during the PAGA Timeframe and based on or arising out of alleged violations of Labor Code sections alleged in Plaintiff’s letter to the LWDA and the Action including claims arising out of Labor Code sections 201, 202, 203, 204, 218.5, 221, 226, 226.3, 226.7, 246, 510, 512, 551, 552, 558, 1174, 1194, 1197, 1197.1, 1198, 2800, 2802, 2698, 2699, 2699.3, 2699.5, *et seq.* All Eligible Aggrieved Employees shall not have a right to opt out of the PAGA

Released Claims irrespective of whether or not they are also Participating Class Members (defined below in DD).

- DD. Participating Class Members:** All Class Members who do not submit valid and timely requests to exclude (“Opt Out”) themselves from this Settlement.
- EE. Parties:** Plaintiff Jamesha Burns, individually and as the Class Representative, and Defendant A. M. Castle & Co.
- FF. Preliminary Approval or Preliminary Approval Order:** The order entered by the Court following the Preliminary Approval Hearing approving the proposed Settlement.
- GG. Qualified Settlement Fund:** A fund within the meaning of Treasury Regulation section 1.46B-1, 26 C.F.R. § 1.468B-1 *et seq.*, which is established by the Settlement Administrator for the benefit of Participating Class Members, Plaintiff and Class Counsel.
- HH. Released Class Claims:** Upon Defendant’s fulfillment of its payment obligations pursuant to Section III (J)(9)(a) of this Agreement, in exchange for the consideration provided by this Agreement, Plaintiff and the other Participating Class Members shall release any and all facts and claims asserted in the Action and any other claims that could have been asserted in the Action based on the facts alleged and arising at any time during the Class Period, including, but not limited to, claims regarding minimum, overtime and double time wages owed (including, but not limited to, any claims for additional wages owed due to “off-the-clock” work or underpayment due to rounding); meal and rest breaks; failure to keep time records; wage statement violations; separation pay violations; unreimbursed business expenses; untimely payment of wages; failure to provide one day off in a workweek; failure to accurately pay sick pay; failure to maintain records; and unfair business practices. The released claims include claims arising out of Labor Code sections: 201, 202, 203, 204, 218.5, 221, 226, 226.3, 226.7, 246, 510, 512, 551, 552, 558, 1174, 1194, 1197, 1197.1, 1198, 2800, 2802, 2698, 2699, 2699.3, 2699.5, *et seq.*, derivative claims under California Business & Professions Code §§ 17200 *et seq.*, and all claims under the governing Wage Order (“Released Class Claims”).

Participating Class Members who are also Eligible Aggrieved Employees shall release the PAGA Released Claims, in addition to releasing the Released Class Claims, upon Defendant’s fulfillment of its payment obligations pursuant to Section III (J)(9)(a) of this Agreement.

- II. Released Parties:** Defendant and its present and former officers, directors, employees, shareholders, agents, trustees, representatives, attorneys, insurers, reinsurers, parent companies, subsidiaries, divisions, affiliates, predecessors,

successors, fiduciaries, employee benefits plans, assigns and any entity claimed to be a joint employer with Defendant.

JJ. Response Deadline: Forty-five (45) calendar days from the initial mailing of the Notice Packet.

KK. Settlement Administration: The Settlement Administrator will conduct a skip trace for the addresses of all former employee Class Members. The Settlement Administrator will mail the Notice Packet by first-class U.S. mail to all current employee Class Members at the addresses Defendant has on file for those Class Members and to all former employee Class Members at the addresses obtained via skip trace. The Notice Packet will inform Class Members that they have until the Response Deadline to either object to the Settlement or to opt out of (exclude themselves from) the Settlement. Any Class Member who does not receive a Notice Packet after the Settlement Administrator has taken the steps outlined above will still be bound by the Settlement and/or Judgment.

LL. Settlement Administrator: The third-party administrator agreed upon by the Parties to administer this Settlement is Simpluris, Inc. (“Simpluris”).

II. RECITALS

A. Procedural History. On December 1, 2020, Plaintiff filed a wage-and-hour class action complaint against Defendant in the Los Angeles County Superior Court entitled *Burns v. A. M. Castle & Co.*, Case Number 20STCV45602, alleging the following causes of action: (1) violation of Labor Code sections 510 and 1198 (unpaid overtime); (2) violation of Labor Code sections 226.7 and 512(a) (unpaid meal period premiums); (3) violation of Labor Code section 226.7 (unpaid rest period premiums); (4) violation of Labor Code sections 1194 and 1197 (unpaid minimum wages); (5) violation of Labor Code sections 201 and 202 (final wages not timely paid); (6) violation of Labor Code section 226(a) (noncompliant wage statements); (7) violation of Labor Code sections 2800 and 2802 (unreimbursed business expenses); and (8) violation of Business & Professions Code section 17200, *et seq.* On January 13, 2022, Plaintiff provided written notice to the LWDA and Defendant of the specific provisions of the Labor Code she contends were violated and the theories supporting her contentions. On February 9, 2022, Plaintiff filed a First Amended Complaint against Defendant in the Los Angeles County Superior Court, adding a cause of action for violation of Labor Code section 2698, *et seq.* (PAGA) seeking civil penalties and another cause of action for failure to provide one day off in a workweek in violation of Labor Code sections 550-552, *et seq.* Additionally, she amended the complaint to add additional derivative violations of the Labor Code including Labor Code sections 204, 218.5, 221, 226.3, 246, 551, 552, 1174, 1197.1, 1198.

- B. Investigation and Discovery.** Prior to mediation, the Parties conducted significant investigation and discovery of the relevant facts and law. Specifically, Defendant produced documents relating to its wage-and-hour policies, practices, and procedures, including those regarding meal and rest periods, overtime, and other payroll and operational policies. As part of Defendant's production, Plaintiff also reviewed time records, pay records, and information relating to the size and scope of the Class, as well as data permitting Plaintiff to understand the number of workweeks in the Class Period. Plaintiff also interviewed Class Members who worked for Defendant throughout the Class Period. The Parties agree that the above-described investigation and evaluation, as well as the information exchanged during the settlement negotiations, are more than sufficient to assess the merits of the respective Parties' positions and to compromise the issues on a fair and equitable basis.
- C. Mediation.** Plaintiff and Class Counsel have engaged in good faith, arm's-length negotiations with Defendant concerning possible settlement of the claims asserted in the Action. Specifically, on December 13, 2021, the Parties participated in a mediation with Marc Feder, a well-respected mediator with considerable experience mediating wage-and-hour class actions. This mediation took place only after the Parties informally exchanged extensive information and data, described in Section II(B) above. After a full day of negotiation, under the auspices of the mediator, the Parties reached a settlement of the Action.
- D. Benefits of Settlement to Class Members.** Plaintiff and Class Counsel recognize the expense and length of additional proceedings necessary to continue the litigation against Defendant through trial and through any possible appeals. Plaintiff and Class Counsel also have considered the uncertainty and risks, the potential outcome, and the difficulties and delays inherent in further litigation. Plaintiff and Class Counsel conducted extensive settlement negotiations, including formal mediation on December 13, 2021. Based on the foregoing, Plaintiff and Class Counsel believe the Settlement set forth in this Agreement is a fair, adequate, and reasonable settlement, and is in the best interests of the Class Members.
- E. Defendant's Reasons for Settlement.** Defendant recognizes that the defense of this litigation will be protracted and expensive. Substantial amounts of Defendant's time, energy, and resources have been and, unless this Settlement is made, will continue to be devoted to the defense of the claims asserted by Plaintiff. Defendant, therefore, has agreed to settle in the manner and upon the terms set forth in this Agreement to put to rest the Released Class Claims and PAGA Released Claims.
- F. Defendant's Denial of Wrongdoing.** Defendant generally and specifically denies any and all liability or wrongdoing of any sort with regard to any of the claims alleged, makes no concessions or admissions of liability of any sort, and

contends that for any purpose other than settlement, the Action is not appropriate for class or PAGA treatment. Defendant also asserts several defenses to the claims and has denied any wrongdoing or liability arising out of any of the alleged facts or conduct in the Action. Neither this Agreement nor any document referred to or contemplated herein, nor any statements, discussions, or communications, nor any action taken to carry out this Agreement, is or may be construed as, or may be used as an admission, concession, or indication by or against Defendant or any of the Released Parties of any fault, wrongdoing, or liability whatsoever. Nor should the Agreement be construed as an admission that Plaintiff can serve as an adequate Class Representative. There has been no final determination by any court as to the merits of the claims asserted by Plaintiff against Defendant or as to whether a class or classes should be certified, other than for settlement purposes only.

- G. Plaintiff's Claims.** Plaintiff asserts that Defendant's defenses are without merit. Neither this Agreement nor any documents referred to or contemplated herein, nor any action taken to carry out this Agreement is, may be construed as, or may be used as an admission, concession, or indication by or against Plaintiff, Class Members, or Class Counsel as to the merits of any claims or defenses asserted, or lack thereof, in the Action. However, if this Settlement is finally approved by the Court, none of Plaintiff, Participating Class Members, or Class Counsel will oppose Defendant's efforts to use this Agreement to prove that Plaintiff and Participating Class Members have resolved and are forever barred from re-litigating the Released Claims.

III. SETTLEMENT TERMS AND CONDITIONS

- A. Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the maximum Gross Settlement Amount that Defendant is obligated to pay under this Settlement Agreement is Five Hundred Thousand Dollars (\$500,000.00).
- B. Notice to the Labor and Workforce Development Agency ("LWDA").** On January 13, 2022, Plaintiff filed and served her Notice of Labor Code Violations Pursuant to Labor Code section 2699.3. Thus, Plaintiff has satisfied her notice obligations under PAGA.
- C. Class Certification.** Solely for the purposes of this Settlement, the Parties stipulate and agree to certification of the claims asserted on behalf of Class Members. As such, the Parties stipulate and agree that for this Settlement to occur, the Court must certify the Class as defined in this Agreement.
- D. Conditional Nature of Stipulation for Certification.** The Parties stipulate and agree to the certification of the claims asserted on behalf of Plaintiff and Class Members for purposes of this Settlement only. This Stipulation is contingent upon Preliminary and Final Approval and certification of the Class for purposes

of this Settlement only. If the Settlement does not become final, for whatever reason, the fact that the Parties were willing to stipulate provisionally to certification as part of the Settlement shall have no bearing on and shall not be admissible or used in any way in connection with, the question of whether the Court should certify any claims in a non-settlement context in this Action or in any other lawsuit. Defendant expressly reserves the right to oppose class certification and/or to proactively move to deny class certification should this Settlement be materially modified, reversed on appeal, or otherwise not become final.

- E. Appointment of Class Representative.** Solely for the purposes of this Settlement, the Parties stipulate and agree Plaintiff shall be appointed as the representative for the Class.
- F. Appointment of Class Counsel.** Solely for the purposes of this Settlement, the Parties stipulate and agree that Class Counsel shall be appointed to represent the Class.
- G. Individual Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay an Individual Settlement Share from the Net Settlement Amount to each Participating Class Member.

1. Calculation.

- a. Individual Settlement Share Calculation.** The Settlement Administrator will pay each Participating Class Member according to his or her proportional share of the Net Settlement Amount, which will be equal to: (i) the number of weeks the Participating Class Member worked in an hourly non-exempt position during the Class Period minus any time period during which the employee was on a leave of absence and not working, based on the Class Data provided by Defendant, (ii) divided by the total number of weeks worked by any and all Participating Class Members collectively during the Class Period, based on the same Class Data, (iii) which is then multiplied by the Net Settlement Amount. One day worked in a given week will be credited as a week for purposes of this calculation. Therefore, the value of each Participating Class Member's Individual Settlement Share ties directly to the number of weeks the Participating Class Member worked during the Class Period. After one hundred eighty (180) calendar days, any unclaimed funds shall be turned over by the Settlement Administrator to the California State Controller: Unpaid Wage Fund.

- 2. Tax Withholdings.** Each Participating Class Member's Individual Settlement Share will be apportioned as follows: twenty percent (20%)

wages and eighty percent (80%) interest and penalties. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported by W-2 forms. The amounts paid as penalties and interest shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms if these amounts, together with any applicable PAGA Payment, exceeds \$600.00. The employees' share of payroll tax withholdings shall be withheld from each person's Individual Settlement Share. Each Eligible Aggrieved Employee's portion of the PAGA Payment will be allocated as one hundred percent (100%) penalties and will be issued an IRS form 1099 if this amount together with the non-wage portion of the Individual Settlement Shares (if any), exceeds \$600.00.

H. Settlement Disbursement. Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Gross Settlement Amount:

- 1. To the Plaintiff, Jamesha Burns.** In addition to her respective Individual Settlement Share and portion of the PAGA Payment, and subject to the Court's approval, Plaintiff will receive up to Ten Thousand Dollars (\$10,000.00) as a Class Representative Enhancement Payment. The Settlement Administrator will pay the Class Representative Enhancement Payment out of the Qualified Settlement Fund. Payroll tax withholdings and deductions will not be taken from the Class Representative Enhancement Payment. An IRS Form 1099 will be issued to Plaintiff with respect to her Class Representative Enhancement Payment. In the event the Court does not approve the entirety of the application for the Class Representative Enhancement Payment, the Settlement Administrator shall pay whatever amounts the Court awards, and neither Defendant nor the Settlement Administrator shall be responsible for paying the difference between the amount requested and the amount awarded. If the amount awarded is less than the amount requested by Plaintiff, the difference shall become part of the Net Settlement Amount and be available for distribution to Participating Class Members.
- 2. To Class Counsel.** Class Counsel will apply to the Court for, and Defendant agrees not to oppose, a total Attorney Fee Award not to exceed one-third (1/3) or \$166,666.66 of the Gross Settlement Amount and a Cost Award not to exceed \$15,000.00. The Settlement Administrator will pay the Court-approved amounts for the Attorney Fee Award and Cost Award out of the Gross Settlement Amount. Payroll tax withholding and deductions will not be taken from the Attorney Fee Award or the Cost Award. IRS Forms 1099 will be issued to Class Counsel with respect to these payments. In the event the Court does not approve the entirety of the application for the Attorney Fee Award and/or Cost Award, the Settlement Administrator shall pay

whatever amount the Court awards, and neither Defendant nor the Settlement Administrator shall be responsible for paying the difference between the amount requested and the amount awarded. If the amount awarded by the Court is less than the amount requested by Class Counsel for the Attorney Fee Award and/or Cost Award, the difference shall become part of the Net Settlement Amount and be available for distribution to Participating Class Members. Except as provided herein, each side shall bear its own attorneys' fees and costs.

3. **To the Responsible Tax Authorities.** The Settlement Administrator will pay the amount of the Participating Class Members' portion of normal payroll withholding taxes out of each person's Individual Settlement Share. Additionally, no later than five (5) calendar days after the Final Settlement Approval Order by the Court, the Settlement Administrator will calculate and inform Defendant of the amount of the Defendant's portion of payroll withholding taxes. Defendant shall thereafter provide the Settlement Administrator the additional funding to cover Defendant's share of payroll taxes on the Settlement. The Settlement Administrator will be responsible for sending to the appropriate taxing authorities Defendant's portion of payroll withholding taxes along with each Participating Class Member's Individual Settlement Share tax withholdings.
4. **To the Settlement Administrator.** The Settlement Administrator – Simpluris – will pay to itself Administration Costs (reasonable fees and expenses) approved by the Court in an amount currently estimated at \$3,499.00 and not to exceed \$7,500.00. This will be paid out of the Qualified Settlement Fund. If the actual amount of Administration Costs is less than the amount estimated, the difference shall become part of the Net Settlement Amount and be available for distribution to Participating Class Members. In the event the Court does not approve the entirety of the application for the Administration Costs, the Settlement Administrator shall pay to itself whatever amount the Court awards, and neither Defendant nor the Plaintiff shall be responsible for paying the difference between the amount requested and the amount awarded.
5. **To Participating Class Members.** The Settlement Administrator will pay Participating Class Members according to the Individual Settlement Share calculations set forth above. All payments to Participating Class Members shall be made from the Qualified Settlement Fund.
6. **To Eligible Aggrieved Employees.** The Settlement Administrator shall pay each Eligible Aggrieved Employee according to his or her proportional share of the PAGA Payment, which will be based upon the total number of pay periods during which the Eligible Aggrieved Employee was employed during the PAGA Timeframe, except for pay periods during which the employee was on a leave of absence the entire pay period. Each individual

share will be equal to: (i) the total number of pay periods during which the Eligible Aggrieved Employee was employed during the PAGA Timeframe in an hourly non-exempt position minus any pay period during which the employee was on a leave of absence and not working during that entire pay period, (ii) divided by the total number of pay periods during which all Eligible Aggrieved Employees collectively were employed during the PAGA Timeframe (i.e., the sum of all pay periods of employment for all Eligible Aggrieved Employees) in an hourly non-exempt position during the PAGA Timeframe, minus any pay period during which the employee was on a leave of absence and not working, (iii) which is then multiplied by the \$12,500.00 of the PAGA Payment allocated to the Eligible Aggrieved Employees. Settlement checks issued to the Eligible Aggrieved Employees pursuant to this Agreement shall expire one hundred eighty (180) calendar days after the date they are initially mailed by the Settlement Administrator. After one hundred eighty (180) calendar days, any unclaimed funds shall be turned over by the Settlement Administrator to the California State Controller: Unpaid Wage Fund.

7. To the LWDA. Seventy-five percent (75%) of the PAGA Payment (\$37,500.00) shall be paid to the LWDA.

I. Appointment of Settlement Administrator. Solely for the purposes of this Settlement, the Parties stipulate and agree that Simpluris, Inc. shall be retained to serve as Settlement Administrator. The Settlement Administrator shall be responsible for: (a) preparing, printing, and mailing the Notice Packet to the Class Members in English and Spanish; (b) creating a static settlement website that will go live on the same date the Notice Packet is first mailed to the Class Members and that will include, among other things, the Complaints, standalone generic copies of the Notice, Exclusion Form, and Objection Form, all papers filed in connection with the preliminary approval motion (including all orders filed by the Court), all papers filed in connection with the Final Approval Hearing (including the fee motion and the final approval motion), and, if the Settlement is approved, the Final Judgment; (c) keeping track of any objections or requests for exclusion from Class Members; (d) performing skip traces and remailing Notice Packets, Individual Settlement Shares, and portions of the PAGA Payment to Class Members; (e) calculating any and all payroll tax deductions as required by law and making tax payments to the applicable taxing authorities on behalf of the Participating Class Members and Defendant as provided for under this Agreement; (f) calculating each Participating Class Member's Individual Settlement Share and each Eligible Aggrieved Employee's portion of the PAGA Payment; (g) providing weekly status reports to Counsel for Defendant and Class Counsel, which are to include updates on any objections or requests for exclusion that have been received; (h) mailing Individual Settlement Shares and portions of the PAGA Payment to Participating Class Members and Eligible Aggrieved Employees, respectively; (i) mailing the LWDA's portion of the PAGA Payment to the LWDA; (j) distributing the Attorney Fee Award and the Cost Award to Class Counsel; (k) printing and providing Class

Members and Plaintiff with W-2 and 1099 forms as required under this Agreement and applicable law; (l) providing a due diligence declaration for submission to the Court upon completion of the Settlement and prior to the Final Approval Hearing; (m) turning over any funds remaining in the Qualified Settlement Fund at the close of the 180-day period as a result of uncashed checks to the California State Controller: Unpaid Wage Fund; (n) serve to Defendant's Counsel a copy of each Opt-Out or Objection received from the Class Members (if any); (o) provide Defendant and/or its counsel at their request, copies of any and all documents confirming the Settlement Administrator performed all duties and responsibilities as provided for in this Agreement (including, but not limited to, proof of tax payments) and (p) perform other tasks as the Parties mutually agree. The Parties each represent that they do not have any financial interest in Simpluris or otherwise have a relationship with Simpluris that could create a conflict of interest.

J. Procedure for Approving Settlement.

1. Motion for Preliminary Approval and Conditional Certification.

- a.** Plaintiff will move for an order conditionally certifying the Class for settlement purposes only, giving Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Notice, Exclusion Form, and Objection Form.
- b.** At the Preliminary Approval Hearing, Plaintiff will appear, support the granting of the motion, and submit a proposed order granting conditional certification of the Class and Preliminary Approval of the Settlement; appointing the Class Representative, Class Counsel, and Settlement Administrator; approving the Notice Packet; and setting the Final Approval Hearing.
- c.** Should the Court decline to conditionally certify the Class or to Preliminarily Approve all material aspects of the Settlement, the Settlement will be null and void, and the Parties will have no further obligations under it. The amounts of the Attorney Fee Award, the Cost Award, the Administration Costs, and the Class Representative Enhancement Payment shall be determined by the Court, and the Court's determination on these amounts shall be final and binding, and that the Court's approval or denial of any amount requested for these items are not conditions of this Settlement Agreement and are to be considered separate and apart from the fairness, reasonableness, and adequacy of the Settlement. Any order or proceeding relating to an application for the Attorney Fee Award, the Cost Award, the Administration Costs, and the Class Representative Enhancement Payment shall not operate to terminate or cancel this Agreement. Nothing in this Agreement shall limit Plaintiff's or Class Counsel's ability to appeal any

decision by the Court to award less than the requested Attorney Fee Award, the Cost Award, the Administration Costs, and the Class Representative Enhancement Payment.

2. Notice to Class Members. After the Court enters its Preliminary Approval Order, every Class Member will be provided with the Notice Packet in accordance with the following procedure:

- a.** Within twenty-one (21) calendar days after entry of the Preliminary Approval Order, Defendant shall deliver to the Settlement Administrator the following information about each Class Member: (1) first and last name; (2) last known mailing address; (3) Social Security number; (4) hire and termination dates; and (5) the total number of weeks during the Class Period during which the Class Member performed any actual work for Defendant as an hourly-paid or non-exempt California employee (“collectively “Class Data”). If any or all this information is unavailable to Defendant, Defendant will so inform Class Counsel, and the Parties will make their best efforts to reconstruct or otherwise agree upon how to deal with the unavailable information. The Settlement Administrator will conduct a skip trace for the addresses of all former employee Class Members of Defendant. The Settlement Administrator shall maintain the Class Data and all information contained within the Class Data as private and confidential. This provision will not impede Class Counsel’s ability to discharge their fiduciary duties, including effectuating the terms of this settlement.
- b.** The Settlement Administrator shall run all addresses contained in the Class Data through the United States Postal Service National Change of Address (“NCOA”) Database (which provides updated addresses for individuals who have moved in the previous four years and who have provided the U.S. Postal Service with a forwarding address) to obtain current address information. The Settlement Administrator shall mail the Notice Packet to the Class Members via first-class regular U.S. Mail using the most current mailing address information available within fourteen (14) calendar days after the receipt of the Class Data from Defendant.
- c.** If a Notice Packet is returned because of an incorrect address, within ten (10) calendar days after receipt of the returned Notice Packet, the Settlement Administrator will conduct a search for a more current address for the Class Member and re-mail the Notice Packet to the Class Member. The Settlement Administrator will use the NCOA Database and skip tracing to attempt to find the Class Member’s current address. The Settlement Administrator

will be responsible for taking reasonable steps to trace the mailing address of any Class Member for whom a Notice Packet is returned by U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing Notice Packets to Class Members for whom new addresses are found. If the Settlement Administrator is unable to locate a better address, the Notice Packet shall be re-mailed to the original address. If the Notice Packet is re-mailed, the Settlement Administrator will note for its own records the date and address of each re-mailing. Those Class Members who receive a re-mailed Notice Packet, whether by skip trace or forwarded mail, will have their Response Deadline to postmark a request for exclusion from or objection to the Settlement extended by ten (10) calendar days from the original Response Deadline. The Settlement Administrator shall mark on the envelope whether the Notice Packet is a re-mailed packet.

- d. Class Members may dispute the information provided in their Notice Packets. All such disputes must be in writing, postmarked by the Response Deadline, and sent via first-class regular U.S. mail, email and/or facsimile to the Settlement Administrator. To the extent a Class Member disputes the number of workweeks or pay periods with which he or she has been credited or the amount of his or her Individual Settlement Share or portion of the PAGA Payment, the Class Member must produce and submit evidence to the Settlement Administrator showing that such information is inaccurate. Class Members shall be permitted to submit copies of any evidence supporting workweek or pay period disputes – original versions will not be required. Absent evidence rebutting Defendant’s records, Defendant’s records will be presumed determinative. However, if a Class Member produces evidence rebutting Defendant’s records, the Parties will evaluate the evidence submitted by the Class Member and will make the final decision as to the number of eligible workweeks or pay periods with which the Class Member should be credited and/or the amount of the Individual Settlement Share or portion of the PAGA Payment to which the Class Member may be entitled. If the Parties cannot agree on a final decision as to the number of eligible workweeks or pay periods with which the Class Member should be credited and/or the amount of the Individual Settlement Share or portion of the PAGA Payment to which the Class Member may be entitled, the decision will be turned over to the Court. In this situation, the Court will evaluate the evidence submitted by the Class Member and will make the final decision as to the number of eligible workweeks or pay periods with which the Class

Member should be credited and/or the amount of the Individual Settlement Share or portion of the PAGA Payment to which the Class Member may be entitled.

- e. If the Settlement Administrator receives an incomplete or deficient request for exclusion, the Settlement Administrator shall send a letter informing the Class Member of the deficiency and shall provide the Class Member fourteen (14) calendar days with which to cure the deficiency. However, the provision of a cure period will not extend the Response Deadline. If the Settlement Administrator does not receive a cured request for exclusion, postmarked on or before the last day of the cure period, the Class Member will be determined not to have excluded himself or herself from the Settlement and will be bound by the Settlement.
 - f. The Settlement Administrator shall provide a weekly status report to the Parties. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Counsel for Defendant of the number of Notice Packets mailed, the number of Notice Packets returned as undeliverable, the number of Notice Packets re-mailed, and the number of requests for exclusion received.
 - g. No later than fourteen (14) calendar days after the Response Deadline, the Settlement Administrator will serve on the Parties a declaration of due diligence setting forth its compliance with its obligations under this Agreement. The declaration from the Settlement Administrator shall also be filed with the Court by Class Counsel no later than ten (10) calendar days before the Final Approval Hearing. If any material changes occur after the date of the filing of the Settlement Administrator's declaration of due diligence but before the Final Approval Hearing, the Settlement Administrator will supplement its declaration.
- 3. Objections to Settlement.** The Notice Packet will provide that Class Members who wish to object to the Settlement must mail an Objection Form to the Settlement Administrator, postmarked no later than the Response Deadline. Class Members who object to this Settlement or any of its terms may not also submit requests for exclusion from this Settlement (i.e., may not opt out of this Settlement). In the event a Class Member submits both a request for exclusion and a written objection, the request for exclusion will be deemed invalid, and the objection will remain valid. The date the objection is postmarked shall be the exclusive means for determining whether an objection was timely served.

- a. Format.** Objections should: (a) state the objecting Class Member’s full name, address, and telephone number, as well as the name and address of counsel, if any; (b) describe, in clear and concise terms, the Class Member’s reasons for objecting and the legal and factual arguments supporting the objection; (c) identify any evidence supporting the factual basis for the objection; (d) be signed by the objecting Class Member or his or her attorney, if any; and (e) state whether the objecting Class Member (or someone on his or her behalf) intends to appear at the Final Approval Hearing. An objection will be deemed valid if it is postmarked no later than the Response Deadline and provides sufficient information to allow the Settlement Administrator to identify the Class Member and understand that the Class Member objects to the Settlement or some term(s) of the Settlement. Objecting Class Members who choose to submit evidence supporting their objections may submit copies of such evidence – original versions will not be required.
 - b. Appearance at Final Approval and Oral Objection.** Class Members may (though are not required to) appear at the Final Approval Hearing, either in person or through their own counsel, at the Class Member’s own expense and may orally object to the Settlement. Any attorney who will represent a Class Member objecting to this Settlement must file a notice of appearance with the Court and serve Class Counsel and Counsel for Defendant no later than fifteen (15) calendar days before the Final Approval Hearing. Plaintiff, rather than objecting Class Members and/or their counsel, if any, will be responsible for filing timely objections with the Court.
 - c.** A Class Member who objects to the Settlement will remain a member of the Settlement, i.e., a Participating Class Member, and if the Court finally approves the Settlement, the objecting Class Member will be bound by the terms of the Settlement in the same way and to the same extent as those Participating Class Members who do not object.
 - d.** Plaintiff and Defendant will be permitted to respond in writing to such objections no later than seven (7) calendar days before the Final Approval Hearing. Plaintiff waives any right to object to the Settlement and hereby endorses the Settlement as fair, reasonable, adequate and in the best interests of the Class Members.
- 4. Request for Exclusion from the Settlement (“Opt Out”).** The Notice Packet will provide that Class Members who wish to exclude themselves from the Settlement must mail a request for exclusion to the Settlement

Administrator. The request for exclusion should: (a) include the Class Member's name, telephone number and address, the last four digits of the Class Member's Social Security number and approximate dates of employment with Defendant; (b) be addressed to the Settlement Administrator; (c) be signed by the Class Member; and (d) be postmarked no later than the Response Deadline. A request for exclusion will be deemed valid if it is postmarked no later than the Response Deadline and provides sufficient information to allow the Settlement Administrator to identify the Class Member and understand the Class Member's request.

- a. Confirmation of Authenticity.** The date of the initial mailing of the Notice Packet and the date the signed request for exclusion is postmarked shall be conclusively determined according to the records of the Settlement Administrator. If there is a question about the authenticity of a signed request for exclusion, the Settlement Administrator may demand additional proof of the Class Member's identity. Any Class Member who returns a timely and valid executed request for exclusion will not participate in or be bound by the Settlement and Judgment as it relates to the Released Class Claims, will not receive an Individual Settlement Share, and will not have any right to object, appeal, or comment thereon. A Class Member who does not complete and mail a timely request for exclusion will automatically be included in the Settlement, will be mailed an Individual Settlement Share, and will be bound by all terms and conditions of the Settlement, if the Settlement is approved by the Court, and by the Judgment, regardless of whether he or she has objected to the Settlement.
- b. Report.** No later than seven (7) calendar days after the Response Deadline, the Settlement Administrator will provide the Parties with a complete and accurate accounting of the number of Notice Packets mailed to Class Members, the number of Notice Packets returned as undeliverable, the number of Notice Packets re-mailed to Class Members, the number of re-mailed Notice Packets returned as undeliverable, the number of Class Members who objected to the Settlement and copies of their submitted objections, the number of Class Members who returned valid requests for exclusion, and the number of Class Members who returned invalid requests for exclusion.
- c. Eligible Aggrieved Employees May Not Opt Out of PAGA Settlement.** Notwithstanding the foregoing, the Parties agree that there is no statutory or other right for any Eligible Aggrieved Employee to opt out or otherwise exclude himself or herself from the PAGA portion of the Settlement, which releases the claims enumerated in Section I (CC) above ("PAGA Released Claims").

An Eligible Aggrieved Employee who submits a timely and valid request for exclusion shall be deemed to have excluded himself or herself from the class portion of the Settlement only and will still be mailed a check for his or her portion of the PAGA Payment and shall release the PAGA Released Claims.

5. No Solicitation of Objection or Requests for Exclusion. Neither the Parties nor their respective counsel will solicit or otherwise encourage, directly or indirectly, any Class Member to object to the Settlement, request exclusion from the Settlement, or appeal from the Final Approval Order or Judgment.

6. Motion for Final Approval.

- a. Upon expiration of the Response Deadline, Class Counsel will file unopposed motions and memorandums in support thereof for Final Approval of the Settlement and the following payments in accord with the terms of the Settlement: (1) the Attorney Fee Award; (2) the Cost Award; (3) the Administration Costs; (4) the Class Representative Enhancement Payment; and (5) the PAGA Payment. Class Counsel will also move the Court for an order of Final Approval (and associated entry of Judgment).
- b. If the Court does not grant Final Approval of the Settlement, or if the Court's Final Approval of the Settlement is reversed or materially modified on appellate review, then this Settlement will become null and void. If that occurs, the Parties will have no further obligations under the Settlement, including any obligation by Defendant to pay the Gross Settlement Amount or any amounts that otherwise would have been owed under this Agreement. An award by the Court of a lesser amount than sought by Plaintiff and Class Counsel for the Class Representative Enhancement Payment, the Attorney Fee Award, and/or the Cost Award, will not constitute a material modification to the Settlement within the meaning of this paragraph.
- c. Upon Final Approval of the Settlement, the Parties shall present to the Court a proposed Final Approval Order, approving the Settlement and entering Judgment in accordance therewith. After entry of Judgment, the Court shall have continuing jurisdiction over the Action for purposes of: (1) enforcing this Settlement Agreement; (2) addressing settlement administration matters; and (3) addressing such post-Judgment matters as may be appropriate under Court rules and applicable law. Notice of entry of Final Judgment will be served upon Class Members by the Settlement

Administrator posting the Final Judgment on the settlement website.

7. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms and conditions of this Agreement, if Class Members do not timely object to the Settlement, then the Parties and their respective counsel waive any and all rights to appeal from the Judgment, including, but not limited to, all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate or set aside judgment, and any extraordinary writ, and the Judgment will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceeding, or post-judgment proceeding.
8. **Vacating, Reversing, or Modifying Judgment on Appeal.** If, after a notice of appeal, the reviewing court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement, and that court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher court, then this Settlement will become null and void and the Parties will have no further obligations under it. A material modification would include, but not necessarily be limited to, any alteration of the Gross Settlement Amount, an alteration in the calculation of the Net Settlement Amount, and any change to the calculation of the Individual Settlement Shares or Eligible Aggrieved Employees' portions of the PAGA Payment.
9. **Disbursement of Settlement Shares and Payments.** Subject to the Court finally approving the Settlement, the Settlement Administrator shall distribute funds pursuant to the terms of this Agreement and the Court's Final Approval Order and Judgment. The maximum amount Defendant can be required to pay under this Settlement for any purpose is the Gross Settlement Amount. The Settlement Administrator shall keep Counsel for Defendant and Class Counsel apprised of all distributions from the Gross Settlement Amount. The Settlement Administrator shall respond to questions from Counsel for Defendant and Class Counsel.
 - a. **Funding the Settlement:** Within twenty (20) calendar days of the Effective Final Settlement Date, Defendant shall deposit the Gross Settlement Amount of Five Hundred Thousand Dollars (\$500,000.00) into the QSF (as defined below). Defendant shall also at this time provide any tax information that the Settlement Administrator may need to calculate each Participating Class Member's Individual Settlement Share.
 - b. **Disbursement:** Within fourteen (14) calendar days after the funding of the Settlement, the Settlement Administrator shall calculate and pay all payments due under the Settlement

Agreement, including all Individual Settlement Shares, the Attorney Fee Award, the Cost Award, the Class Representative Enhancement Payment, the PAGA Payment, and the Administration Costs. The Settlement Administrator will also forward a check for seventy-five percent (75%) of the PAGA Payment (\$37,500.00) to the LWDA for settlement of the PAGA claim.

- c. **Qualified Settlement Fund:** The Parties and Settlement Administrator shall treat the Qualified Settlement Fund as coming into existence on the earliest date permitted as set forth in 26 C.F.R. § 1.468B-1, and such election statement shall be attached to the appropriate returns as required by law.

10. Uncashed Checks. Participating Class Members must cash or deposit their Individual Settlement Share checks within one hundred eighty (180) calendar days after the checks are mailed to them. If any checks are not redeemed or deposited within ninety (90) calendar days after mailing, the Settlement Administrator will send a reminder postcard indicating that unless the check is redeemed or deposited in the next ninety (90) calendar days, it will expire and become non-negotiable, and offering to replace the check if it was lost or misplaced. If any checks remain uncashed or not deposited by the expiration of the 90-day period after mailing the reminder notice, the Settlement Administrator will, within two hundred (200) calendar days after the checks are initially mailed, cancel the check(s), and pay the amount of the Individual Settlement Share(s) to the California State Controller: Unpaid Wage Fund.

11. Final Report by Settlement Administrator. Within ten (10) calendar days after the disbursement of all funds, the Settlement Administrator will serve on the Parties a declaration providing a final report on the disbursements of all funds.

12. Defendant's Legal Fees. Defendant is responsible for paying for all Defendant's own legal fees, costs, and expenses incurred in this Action outside of the Gross Settlement Amount.

K. Release of Claims. Upon Defendant's fulfillment of its payment obligations under Section III (J)(9)(a) of this Agreement, Plaintiff and the other Participating Class Members will fully and finally release and discharge the Released Parties from the Released Class Claims.

L. Effect of PAGA Settlement. Upon Defendant's fulfillment of its payment obligations under Section III (J)(9)(a) of this Agreement, the LWDA, and any other representative, proxy, or agent thereof, including, but not limited to, any and all Eligible Aggrieved Employees are barred from pursuing any action for civil

penalties under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), Labor Code section 2698, *et seq.*, against the Released Parties, based on or arising out of the alleged violations of Labor Code sections alleged in Plaintiff’s PAGA notice to the LWDA and the Complaint, and occurring during the PAGA Timeframe. As explained in Section III (J)(4)(c) of this Agreement, Eligible Aggrieved Employees may not opt out of the PAGA portion of the Settlement and will still be mailed checks for their portions of the PAGA Payment and shall still release the PAGA Released Claims regardless of the submission of a valid and timely request for exclusion.

M. Plaintiff’s Release of Claims and General Release. Upon Defendant’s fulfillment of its payment obligations under Section III (J)(9)(a) of this Agreement, in exchange for the Class Representative Enhancement Payment in an amount not to exceed Ten Thousand Dollars (\$10,000.00) and in recognition of her work and efforts in obtaining the benefits for the Class and undertaking the risk of paying litigation costs in the event this matter had not successfully resolved, Plaintiff hereby provides a general release of claims for herself and any respective spouse, heirs, executors, successors, assigns, administrators, and representatives and forever releases, remises and discharges the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorney fees and costs), known or unknown, at law or in equity, which she may now have or may have after the signing of this Agreement, arising out of or in any way connected with her alleged employment with Defendant including, the Released Class Claims, PAGA Released Claims, claims that were asserted or could have been asserted and any and all transactions, occurrences, or matters between the Parties occurring prior to the date this Agreement is fully executed. Without limiting the generality of the foregoing, this release shall include, but not be limited to, any and all claims under the (a) Americans With Disabilities Act, as amended; (b) Title VII of the Civil Rights Act of 1964, as amended; (c) the Civil Rights Act of 1991; (d) 42 U.S.C. § 1981, as amended; (e) the Age Discrimination in Employment Act, as amended; (f) the Fair Labor Standards Act, as amended; (g) the Equal Pay Act; (h) the Employee Retirement Income Security Act, as amended; (i) the Consolidated Omnibus Budget Reconciliation Act; (j) the Rehabilitation Act of 1973; (k) the Family and Medical Leave Act; (l) the Civil Rights Act of 1966; (m) the California Fair Employment and Housing Act; (n) the California Constitution; (o) the California Labor Code; (p) the California Government Code; (q) the California Civil Code; and (r) any and all other federal, state and local statutes, ordinances, regulations, rules and other laws, and any and all claims based on constitutional, statutory, common law or regulatory grounds as well as any other claims based on theories of wrongful or constructive discharge, breach of contract or implied contract, fraud, misrepresentation, promissory estoppel or intentional and/or negligent infliction of emotional distress, or damages under any other federal, state or local statutes, ordinances, regulations, rules or laws. This release is for any and all relief, no matter how denominated, including, but not limited to, back pay, front pay,

premiums, penalties, vacation pay, bonuses, compensatory damages, tortious damages, liquidated damages, punitive damages, damages for pain and suffering, and attorney fees and costs.

With respect to the General Release, Plaintiff stipulates and agrees that, upon Defendant's fulfillment of its payment obligations under Section III (J)(9)(a) of this Agreement, Plaintiff shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

A general release does not extend to claims 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.

IV. NULLIFICATION OF THIS AGREEMENT

A. Non-Approval of the Agreement. This Settlement will be null and void if any of the following occur: (a) the Court should for any reason fail to certify the class for settlement purposes; (b) the Court should for any reason fail to preliminarily or finally approve of this Settlement in the form agreed to by the Parties, other than adjustments made to the attorney's fees and costs or granting of the Class Representative Enhancement Payment; (c) the Court should for any reason fail to enter the final judgment; (d) the final judgment is reversed, modified, or declared or rendered void; or (e) the Settlement does not become final for any other reason. In the event any of the above occur, neither the Agreement, conditional class certification, nor any of the related negotiations or proceedings, shall be of any force or effect, and all Parties to the Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court. Notwithstanding the foregoing, the Parties may attempt in good faith to cure any perceived defects in the Agreement to facilitate approval.

B. Defendant's Right to Void Agreement. If 10% or more of the Class Members opt out of this Settlement, then Defendant in its sole discretion may (but is not obligated), terminate, nullify and void this Settlement by providing written notice to Class Counsel within 30 days of Defendant having received notice of the triggering event. The triggering event shall be the weekly reports provided by the Settlement Administrator identifying that the opt-outs exceeds 10% or more. If Defendant exercises to void the agreement, Defendant shall be solely responsible for Settlement Administrator's costs incurred.

V. MISCELLANEOUS TERMS.

A. No Admission of Liability. Defendant makes no admission of liability or wrongdoing by virtue of entering into this Agreement. Additionally, Defendant

reserves the right to contest any issues relating to class certification and liability if the Settlement is not approved. Defendant denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, has any liability to anyone under the claims asserted in the Case, or that but for the Settlement, a Class should be certified in the Case. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended as or will be construed as an admission by Defendant of liability or wrongdoing. This Settlement and Plaintiff's and Defendant's willingness to settle the Case will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with this Settlement).

- B. No Effect on Employee Benefits.** The amounts paid under this Agreement do not represent a modification of any previously credited hours of service under any employee benefit plan, policy or bonus program sponsored by Defendant. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under, benefit plans (self-insured or not) sponsored by Defendant's policies or bonus programs. Any payments made under the terms of this Settlement shall not be applied retroactively, currently or on a going forward basis as salary, earnings, wages, or any other form of compensation for the purposes of Defendant's benefit plans, policies or bonus programs. Defendant retains the right to modify the language of its benefit plans, policies and bonus programs to effect this intent and to make clear that any amounts paid pursuant to this Settlement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies and bonus programs for purpose of eligibility, vesting, benefit accrual or any other purpose, and that additional contributions or benefits are not required by this Settlement.
- C. Publicity.** Plaintiff and Class Counsel agree that they have not and will not publish the Settlement Agreement. Plaintiff and Class Counsel shall not report the Settlement Agreement in any medium or in any publication, shall not post or report anything regarding Plaintiff's or the Class Member's claims or the Settlement Agreement on any website, and shall not contact any reporters or media regarding the Settlement Agreement. Despite this provision, Class Counsel can discuss the Settlement Agreement with Plaintiff and the Class Members and in any filings with the Court. This provision shall not impede Class Counsel's ability to discharge their fiduciary duties, including effectuating the terms of the Settlement.
- D. Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire Agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any party concerning this Agreement or its exhibits, other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits. Except as expressly provided herein, this Agreement has not been executed in reliance upon any other written or oral representations or terms, and no such extrinsic oral or written representations or terms shall modify,

vary, or contradict its terms. In entering into this Agreement, the Parties agree that this Agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence.

- E. Authorization to Enter Into Settlement Agreement.** Class Counsel and Counsel for Defendant warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties under this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Court, and in all cases, all such documents, supplemental provisions, and assistance of the Court will be consistent with this Agreement.
- F. Exhibits and Headings.** The terms of this Agreement include the terms set forth in the attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Agreement are an integral part of the Settlement and must be approved substantially as written. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.
- G. Integration Clause.** This Agreement contains the entire agreement between the Parties relating to the settlement of the Action and the transactions contemplated thereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written, and whether by a party or such party's legal counsel, are hereby superseded. No rights under this Agreement may be waived except in writing as provided above.
- H. Deadlines Falling on Weekends or Holidays.** To the extent that any deadline set forth in this Settlement Agreement falls on a Saturday, Sunday, or legal holiday, that deadline shall be continued until the following business day.
- I. Interim Stay of Proceedings.** The Parties agree to stay and hold all proceedings in the Action in abeyance, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval Hearing to be conducted by the Court.
- J. Amendment or Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their successors-in-interest and approved by the Court. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties.

- K. Agreement Binding on Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties and the Class Members (excluding only persons who timely Opt-Out) and their respective present and former heirs, trustees, executors, administrators, representatives, officers, directors, shareholders, agents, employees, insurers, attorneys, accountants, auditors, advisors, consultants, pension and welfare benefit plans, fiduciaries, parent companies, subsidiaries, affiliates, related companies, joint ventures, predecessors, successors, and assigns.
- L. No Prior Assignment.** Plaintiff hereby represents, covenants, and warrants that she has not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged.
- M. Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of California, without giving effect to any conflict of law principles or choice of law principles.
- N. Fair, Adequate, and Reasonable Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arm's-length negotiations, taking into account all relevant factors, current and potential.
- O. No Tax or Legal Advice.** The Parties understand and agree that the Parties are neither providing tax or legal advice, nor making representations regarding tax obligations or consequences, if any, related to this Agreement, and that Class Members will assume any such tax obligations or consequences that may arise from this Agreement, and that Class Members shall not seek any indemnification from the Parties or any of the Released Parties in this regard. The Parties agree that, in the event that any taxing body determines that additional taxes are due from any Class Member, such Class Member assumes all responsibility for the payment of such taxes.
- P. Jurisdiction of the Court.** Pursuant to Code of Civil Procedure section 664.6, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgment entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments in connection therewith.
- Q. Invalidity of Any Provision; Severability.** Before declaring any provision of this Agreement invalid, the Parties request that the Court first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable. In the event any provision of this Agreement shall be found unenforceable, the unenforceable

provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.

- R. Attorney Fees, Costs and Expenses.** Except as otherwise specifically provided for herein, each party shall bear her or its own attorney fees, costs and expenses, taxable or otherwise, incurred by them in or arising out of the Action and shall not seek reimbursement thereof from any other party to this Agreement.
- S. Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- T. Corporate Signatories.** Any person executing this Agreement or any such related document on behalf of a corporate signatory or on behalf of a partnership hereby warrants and promises, for the benefit of all Parties hereto, that such person has been duly authorized by such corporation or partnership to execute this Agreement or any such related document.
- U. Execution in Counterpart.** This Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile or PDF signatures will be accepted. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

VI. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.
03/30/2022

Dated: March ___, 2022

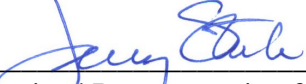
PLAINTIFF JAMESHA BURNS



Jamesha Burns

Dated: March 31, 2022

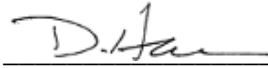
DEFENDANT A. M. CASTLE & CO.



Authorized Representative for A. M. Castle & Co.

Dated: March 30, 2022

JUSTICE LAW CORPORATION



Douglas Han, Esq.

Shunt Tatavos-Gharajeh, Esq.

Phillip Song, Esq.

Josh B. Tran, Esq.

Attorneys for Plaintiff Jamesha Burns, on behalf of
herself and all others similarly situated

Dated: March 31, 2022

FISHER & PHILLIPS LLP



Lizbeth Ochoa, Esq.

Attorney for Defendant A. M. Castle & Co.

EXHIBIT A

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Jamesha Burns v. A. M. Castle & Co.

Case No. 20STCV45602

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

Los Angeles County Superior Court authorized this notice. It's not junk mail, spam, an advertisement or solicitation by a lawyer. This is not a lawsuit against you, and you are not being sued. However, your legal rights are affected by whether you act or don't act.

YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

You may be eligible to receive money from an employee class action lawsuit (“**Action**”) against A.M. Castle & Co. (“**Defendant**”) for alleged wage and hour violations. The Action was filed by a former employee of Defendant by the name of Jamesha Burns (“**Plaintiff**”) and seeks: payment of wages, premiums, attorney’s fees, costs, interest and liquidated damages for a class of hourly-paid non-exempt employees (“**Class Members**”) who worked for Defendant in California at any time between December 1, 2016 and March 31, 2022, that did not previously settle the claims settled in this Action; and penalties under the California Private Attorneys General Act (“**PAGA**”) for all hourly-paid non-exempt employees who worked for Defendant anytime during the **PAGA Period** (between December 22, 2020 and March 31, 2022 (“**Aggrieved Employees**”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“**LWDA**”).

Based on Defendant’s records, and the Parties’ current assumptions, **your individual Class Payment is estimated to be \$_____ (less applicable withholdings) and your Individual PAGA payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors. If “zero” or “0” is stated in the Individual PAGA Payment this means that based upon Defendant’s records, you are not eligible for an Individual PAGA Payment under the Settlement because you did not work for Defendant within the PAGA Period.

The above estimates are based on Defendant’s records showing that you **worked _____ workweeks** during the Class Period (minus any workweeks during which you were on a leave of absence) and you **worked _____ pay periods** during the PAGA Period. If you believe that you worked more workweeks during the Class Period or more pay periods during the PAGA Period, you can submit a challenge by the deadline date. **See Section IV (3), of this Notice.**

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. **READ THIS NOTICE CAREFULLY.** You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant and the **Released Parties (defined in Sections III(9) and III(10), below).**

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **DO NOTHING.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant and the Released Parties defined below in Sections III(9) and III(10).
- (2) **OPT-OUT OF THE CLASS SETTLEMENT.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion (attached to this Notice) or otherwise notifying the Administrator in writing by the deadline identified below. If you opt-out of the Settlement, you will not receive an Individual Class Payment and will preserve your right to personally pursue Class Period wage claims against Defendant. But, even if you opt-out of the Class Settlement you will still receive your Individual PAGA Payment (and release Defendant from the PAGA Period penalty claims) if you fall within the definition of Aggrieved Employees under this Settlement. You may not opt-out of the PAGA Payment.

DEFENDANT WILL NOT RETALIATE AGAINST YOU FOR ANY ACTIONS YOU TAKE WITH RESPECT TO THE PROPOSED SETTLEMENT.

[SEE NEXT PAGE]

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if applicable). In exchange, you will give up your right to assert wage and hour claims and PAGA penalty claims against Defendant and the Released Parties (defined in Sections III(9) and III(10), below), based upon the Class Period facts and PAGA Period facts respectively alleged in the Action.
You Can Opt-Out of the Class Settlement but not the PAGA Settlement The Opt-Out Deadline is [insert date]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion by the deadline. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. See Section III(6) of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. All Non-Participating Class members who worked during the PAGA Period remain eligible to receive an Individual PAGA Payment and must give up their rights to pursue PAGA penalty claims against Defendant and the Released Parties (defined in Section III(10), below) based on the PAGA Period facts alleged in the Action. Non-Participating Class Members also can't object to any portion of the proposed Settlement.
Participating Class Members Can Object to the Class Settlement but Not the PAGA Settlement Written Objections Must be Submitted by [insert date]	Participating Class Members can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section VII of this Notice.
You Can Participate in the [insert date] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [insert date]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section VII of this Notice.
You can Challenge the Calculation of Your Workweeks or Pay Periods Written Challenges Must be Submitted by [insert date]	The amount of your Individual Class Payment depends on how many workweeks you worked at least one day within the Class Period. The amount of your Individual PAGA Payment depends on how many pay periods you worked within the PAGA Period. The number of Class Period Workweeks and the number of pay periods within the PAGA Period you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [insert date]. See Section IV(3) of this Notice.

I. WHAT IS THIS ACTION ABOUT?

In this Action, Plaintiff sued on behalf of herself and all other similarly situated employees who were employed by Defendant as hourly-paid non-exempt employees in California at any time during the Class Period. Plaintiff and these other current and former employees comprise a “Class” and are “Class Members.” Those Class Members employed by Defendant as non-exempt employees in California at any time during the PAGA Period are also “Eligible Aggrieved Employees.” The proposed Settlement of this Action is a class and representative action settlement, meaning the Settlement resolves the Released Claims of all Class Members (except for those Class Members who timely exclude themselves from the Class by requesting to be excluded in the manner set forth in Section No. VI below), as well as the PAGA Released Claims of all Eligible Aggrieved Employees. The Released Claims and the PAGA Released Claims are defined in Sections III(9) and III(10) below. In return for giving up the right to sue the Released Parties for the Released Claims, the Class Members who do not decide to exclude themselves from the class portion of the proposed Settlement will be mailed checks for their Individual Settlement Shares. Similarly, in return for giving up the right to sue the Released Parties for the PAGA Released Claims, the Eligible Aggrieved Employees will be mailed checks for their portions of the PAGA Payment.

II. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced neutral mediator and participated in a mediation in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to ask the Court to enter a judgment ending the Action, and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. Throughout the Action, Defendant has disputed the claims.

Plaintiff and Class Counsel strongly believe that the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks, potential costs and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice and scheduled a hearing to determine Final Approval.

III. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$500,000 as the Gross Settlement Amount (“Gross Settlement”). Under the terms of the proposed Settlement, Defendant agreed to deposit the Gross Settlement amount of five hundred thousand dollars (\$500,000) into an account controlled by the Administrator of the Settlement (“Settlement Administrator”). The Settlement Administrator will use the Gross Settlement to pay the Individual Class Payments (including employee side taxes), Class Representative Service Payment, Class Counsel’s attorneys’ fees and costs, the Settlement Administrator’s expenses, the Individual PAGA Payment to the Aggrieved Employees and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement within twenty (20) calendar days after the Court grants Final Approval or a later date if Participating Class Members object to the proposed Settlement or the judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Attorney Fees and Costs Award: Up to \$166,666.66 (1/3 of the Gross Settlement) to Class Counsel for attorney’s fees and up to \$15,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Class Representative Award: Up to \$10,000.00 as a Class Representative Enhancement Award to Plaintiff for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
 - C. Claims Administration Costs: Up to \$7,500.00 to the Settlement Administrator for services in administering the Settlement.
 - D. PAGA Penalties: Up to \$50,000.00 for PAGA Penalties, allocated 75% (\$37,500.00) to the LWDA PAGA Payment and 25% (\$12,500.00) in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections timely submitted.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Settlement Administrator will distribute the rest of the Gross Settlement (“Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to interest and premiums (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. (Defendant will separately pay employer-side payroll taxes it owes on the Wage Portion.) The Individual PAGA Payments are 100% for penalties rather than wages. The Settlement Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms if these amounts, collectively exceed \$600.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Settlement Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). The check(s) will automatically void if not cashed within 180 calendar days after the date the check(s) are initially mailed by the Settlement Administrator to you. If you don’t cash the check(s) before the void date, your check(s) will automatically be cancelled and you will not be able to cash them anymore. Those unclaimed funds shall be turned over by the Settlement Administrator to the California State Controller Unpaid Wage Fund.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, by [insert date 45 days after initial mailing date of notice], that you wish to opt-out. The easiest way to notify the Settlement Administrator is to fill out, sign and send the Request for Exclusion Form (enclosed with this Notice) by the [insert deadline date] deadline. Excluded Class Members (i.e. Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their

right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void; Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, [insert name] (the “Administrator”) to send this Notice, calculate and make payments, and process Class Member Challenges over Workweeks, PAGA Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section XI of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Defendant has fully funded the Gross Settlement (and separately paid all employer-side payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you timely opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for claims based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

Plaintiff and all Participating Class Members and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns release Defendant and the Released Parties (Defendant’s present and former officers, directors, employees, shareholders, agents, trustees, representatives, attorneys, insurers, reinsurers, parent companies, subsidiaries, divisions, affiliates, predecessors, successors, fiduciaries, employee benefits plans, assigns and any entity claimed to be a joint employer with Defendant) from all claims asserted in the Action and any other claims that could have been asserted in the Action based on the facts alleged and arising at any time during the Class Period, including, but not limited to, claims regarding minimum, overtime and double time wages owed (including, but not limited to, any claims for additional wages owed due to “off-the-clock” work or underpayment due to rounding); meal and rest breaks; failure to keep time records; wage statement violations; separation pay violations; unreimbursed business expenses; untimely payment of wages; failure to provide one day off in a workweek; failure to accurately pay sick pay; failure to maintain records; and unfair business practices. The released claims include claims arising out of Labor Code sections: 201, 202, 203, 204, 218.5, 221, 226, 226.3, 226.7, 246, 510, 512, 551, 552, 558, 1174, 1194, 1197, 1197.1, 1198, 2800, 2802, 2698, 2699, 2699.3, 2699.5, et seq.,

derivative claims under California Business & Professions Code §§ 17200 et seq., and all claims under the governing Wage Order (“Released Class Claims”).

Participating Class Members who are also PAGA Aggrieved Employees shall release the PAGA Released Claims, in addition to releasing the Released Class Claims.

10. Aggrieved Employees’ PAGA Release. After the Court's judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including Class Members who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or the Released Parties (Defendant’s present and former officers, directors, employees, shareholders, agents, trustees, representatives, attorneys, insurers, reinsurers, parent companies, subsidiaries, divisions, affiliates, predecessors, successors, fiduciaries, employee benefits plans, assigns and any entity claimed to be a joint employer with Defendant) based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees’ Release reads as follows:

All Aggrieved Employees and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns release Defendant and the Released Parties (Defendant’s present and former officers, directors, employees, shareholders, agents, trustees, representatives, attorneys, insurers, reinsurers, parent companies, subsidiaries, divisions, affiliates, predecessors, successors, fiduciaries, employee benefits plans, assigns and any entity claimed to be a joint employer with Defendant) from any claims for and are barred from pursuing any action against the Released Parties for civil penalties under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), Labor Code section 2698, *et seq.*, arising at any time during the PAGA Period and based on or arising out of alleged violations of Labor Code sections alleged in Plaintiff’s letter to the LWDA and the Action including claims arising out of Labor Code sections 201, 202, 203, 204, 218.5, 221, 226, 226.3, 226.7, 246, 510, 512, 551, 552, 558, 1174, 1194, 1197, 1197.1, 1198, 2800, 2802, 2698, 2699, 2699.3, 2699.5, *et seq.* All Eligible Aggrieved Employees shall not have a right to opt out of the PAGA Released Claims irrespective of whether or not they are also Participating Class Members.

11. Defendant Can Terminate the Settlement if Class Participation Is Too Low. If more than ten percent (10%) of Class Members timely and validly opt-out of the Settlement, Defendant has the right, but not the obligation, to terminate, nullify and void this proposed Settlement. If Defendant terminates, it will have no obligation to make any payments to Class Members and Class Members will retain, rather than release, their rights to individually pursue claims against Defendant.

IV. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Class Period Workweeks worked by all Participating Class Members (minus any time period during which the Class Member was on a leave of absence and not working), and (b) multiplying the result by the number of Class Period Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$12,500 by the total number of PAGA pay periods worked by all Aggrieved Employees (excluding pay periods during which any of the Aggrieved Employees were on a leave of absence and not working the entire pay period) and (b) multiplying the result by the number of PAGA Periods worked by each individual Aggrieved Employee (except for pay periods during which the employee was on a leave of absence and not working the entire pay period).
3. Class Workweek or PAGA Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until [date] to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section XI' of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or PAGA Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. Absent evidence rebutting Defendant's records, Defendant's records will be presumed determinative. If the Parties cannot agree on a final decision as to the number of eligible workweeks or pay periods with which you should be credited and/or the amount of the Individual Settlement Share or portion of the PAGA Payment to which you may be entitled, the decision will be turned over to the Court. In this situation, the Court will evaluate the evidence submitted by you and will make the final decision as to the number of eligible workweeks or pay periods with which you should be credited and/or the amount of the Individual Settlement Share or portion of the PAGA Payment to which you may be entitled. You can't appeal or otherwise challenge its final decision.

V. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out)

including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member)

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section XI of this Notice has the Administrator's contact information.

VI. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

The easiest way to opt-out is to fill out, sign and send the Request for Exclusion attached to this Notice. You don't have to use the Request for Exclusion form. The Administrator will exclude you based on any timely writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Jamesha Burns v. A. M. Castle & Co.*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and last four digits of your social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [date] ("Response Deadline"), or it will be invalid.** Section XI of the Notice has the Administrator's contact information. A request for exclusion will be deemed valid if it is postmarked no later than the Response Deadline and provides sufficient information to allow the Administrator to identify the Class Member and understand the Class Member's request.

VII. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least [insert] days before the [date] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section X of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [insert website address] or the Court's website: <https://www.lacourt.org>.

A Participating Class Member who disagrees with any aspect of the Agreement or the Motion for Final Approval may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [date].** Be sure to tell the Administrator what you object to, why you object, and any facts and legal arguments that support your objection. Make sure you identify the Action (*Jamesha Burns v. A. M. Castle & Co.*, Case No. 20STCV45602), and include your name, current address, telephone number,

approximate dates of employment with Defendant, you lawyer's name and contact information (if you have one), sign the objection or have your lawyer (if any) sign it on your behalf and indicate if you or your legal representative (if any) intends to appear at the Final Approval Hearing. Section XI of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section VIII of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

VIII. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [date] at [time] in Department [insert dept. number] of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It is possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [insert website address] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

IX. HOW CAN I GET MORE INFORMATION?

The Agreement spells out everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website [insert website]. You can also access the Court's file free-of-charge by visiting the Court's website, <https://www.lacourt.org>. Under the "Online Services" tab, under the heading "Civil," select "Case Access." Then, on the Case Access page, input the case number for the Action (20STCV45602) in the "Case Number" box, and select "Stanley Mosk Courthouse" from the dropdown menu in the "Filing Courthouse" box, then click "Search." This will take you to a page where you can access "Case Information," "Future Hearings," "Party Information," "Documents Filed," "Proceedings Held," and a "Register of Actions," for the Action. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. **20STCV45602**. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

X. COUNSEL INFORMATION	
Attorneys for Plaintiff and the Class	Attorneys for Defendant
JUSTICE LAW CORPORATION Douglas Han Shunt Tatavos-Gharajeh Phillip Song Josh B. Tran 751 N. Fair Oaks Avenue, Suite 101 Pasadena, California 91103 Telephone: (818) 230-7502 Facsimile: (818) 230-7259	FISHER & PHILLIPS LLP Lizbeth Ochoa 2050 Main Street, Suite 100 Irvine, California 92614 Telephone: (949) 851-2424 Facsimile: (949) 851-0152

The Court has decided that Justice Law Corporation is qualified to represent Plaintiff, on an individual basis, and you and all other Class Members, on a class-wide basis, simultaneously. Class Counsel is working on behalf of Plaintiff and the Class at large. If you want your own attorney, you may hire one at your own cost.

XI. ADMINISTRATOR INFORMATION

Settlement Administrator

[Company Name]
[Email Address]
[Website Address]
[Mailing Address]
[Telephone]
[Fax Number]

XII. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the California Unclaimed Property Fund https://www.sco.ca.gov/upd_msg.html for instructions on how to retrieve the funds.

XIII. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.

EXHIBIT B

ELECTION NOT TO PARTICIPATE IN ("OPT OUT" FROM) CLASS ACTION SETTLEMENT

Superior Court of California, County of Los Angeles

Burns v. A. M. Castle & Co.

Case No. 20STCV45602

DO NOT SIGN OR SEND THIS DOCUMENT UNLESS YOU WISH TO EXCLUDE YOURSELF FROM THE SETTLEMENT.

THIS DOCUMENT MUST BE POSTMARKED NO LATER THAN [RESPONSE DEADLINE]. IT MUST BE SENT VIA REGULAR U.S. MAIL.

**PLEASE MAIL THIS EXCLUSION FORM VIA REGULAR U.S. MAIL TO:
THE SETTLEMENT ADMINISTRATOR, C/O SIMPLURIS, INC. [INSERT ADMINISTRATOR
ADDRESS]**

You are a Class Member if you are currently employed or were formerly employed by A. M. Castle & Co. as an hourly-paid or non-exempt employee in California at any time during the period from December 1, 2016 through March 31, 2022 ("Class Period") and did not previously settle and release your individual claims with Defendant covering the Class Period. You are an Eligible Aggrieved Employee if you were employed by A. M. Castle & Co. as a non-exempt employee in California at any time during the period from December 21, 2020, through March 31, 2022 ("PAGA Timeframe"). By signing and mailing this document to the Settlement Administrator at the address above, you are deciding to exclude yourself from the Class and deciding not to participate in the class portion of the proposed settlement of the action entitled *Burns v. A. M. Castle & Co.* However, Eligible Aggrieved Employees may not exclude themselves from the PAGA portion of the proposed settlement.

IT IS MY DECISION NOT TO PARTICIPATE IN THE ACTION REFERRED TO ABOVE, AND NOT TO BE INCLUDED IN THE CLASS IN THAT ACTION. I UNDERSTAND THAT BY EXCLUDING MYSELF, I WILL NOT RECEIVE AN INDIVIDUAL SETTLEMENT SHARE AND ANY CLAIMS I HAVE DURING THE CLASS PERIOD WILL NOT BE RELEASED. HOWEVER, IF I AM AN ELIGIBLE AGGRIEVED EMPLOYEE AND QUALIFY FOR A PAYMENT FROM THE PAGA PAYMENT, I WILL BE MAILED A CHECK FOR THAT PAYMENT REGARDLESS OF WHETHER I EXCLUDE MYSELF FROM THE CLASS PORTION OF THE PROPOSED SETTLEMENT, AND I WILL RELEASE ANY CLAIMS I HAVE DURING THE PAGA TIMEFRAME.

Dated: _____

(Signature)

(Last four digits of Social Security number)

(Type or print name and former name(s))

(Telephone Number)

(Address)

(Address continued)

EXHIBIT C

NOTICE OF OBJECTION FORM

Superior Court of California, County of Los Angeles

Burns v. A. M. Castle & Co.

Case No. 20STCV45602

**TO OBJECT TO THE SETTLEMENT, YOU MUST FILL OUT, SIGN AND RETURN
THIS FORM, POSTMARKED ON OR BEFORE [RESPONSE DEADLINE], TO:
SETTLEMENT ADMINISTRATOR, C/O SIMPLURIS, INC. [INSERT
ADMINISTRATOR ADDRESS]**

IDENTIFYING INFORMATION

Please verify and/or complete any missing identifying information:

Dated: _____

(Signature)

(Last four digits of Social Security
number)

(Type or print name and former name(s))

(Telephone Number)

(Address)

(Address continued)

**THIS FORM IS TO BE USED ONLY IF YOU WANT TO OBJECT TO THE PROPOSED
SETTLEMENT.**

I object to the settlement for the following reasons:

(Attach additional pages if necessary.)

**PROOF OF SERVICE
1013A(3) CCP**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is aokada@justicelawcorp.com

On May 11, 2022, I served the foregoing document described as

JOINT STIPULATION AND SETTLEMENT AGREEMENT

for the following case: **A.M. Castle & Co. adv. Burns**
LWDA/Court Case No.: **LWDA Case No.: LWDA-CM-862626-22**
Court Case No.: 20STCV45602
Los Angeles Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

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

Executed on May 11, 2022, at Pasadena, California.



Anna Okada