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Goulds Pumps (IPG) LLC*

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

OZZIE PAEZ, individually, and on behalf of all
others similarly situated,

Plaintiff,

vs.

ITT AEROSPACE CONTROLS LLC, a limited
liability; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 22STCV07281

[Honorable Elihu M. Berle, Department 6]

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

Complaint Filed: February 28, 2022
Trial Date: Not Set

JOINT STIPULATION OF CLASS AND PAGA ACTION SETTLEMENT AGREEMENT

Subject to final approval of this Court, this Joint Stipulation of Class and PAGA Action Settlement Agreement (“Settlement,” “Agreement” or “Settlement Agreement”) is made and entered into by and between Plaintiff Ozzie Paez (“Plaintiff”) and Defendant ITT Aerospace Controls LLC, ITT Cannon LLC, Electrofilm Manufacturing Company LLC, and Goulds Pumps (IPG) LLC (“Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties” and individually as “Party.”

1. **DEFINITIONS.**

- 1.1. “Action” means *Ozzie Paez v. ITT Aerospace Controls LLC*, Superior Court of the State of California, County of Los Angeles, Case No. 22STCV07281.
- 1.2. “Administrator” means AEPX Class Action Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with its “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means all persons who worked for Defendants in California as hourly-paid or non-exempt employees at any time from February 20, 2021, through the date the Court grants preliminary approval of the Settlement.
- 1.5. “Class” means all persons who worked for Defendants in California as hourly-paid or non-exempt employees at any time from May 16, 2020, through the date the Court grants preliminary approval of the Settlement.
- 1.6. “Class Counsel” means Moon Law Group, PC.
- 1.7. “Class Counsel Fees Payment” means the amount allocated to Class Counsel for reimbursement of the reasonable attorneys’ fees incurred to prosecute the Action.
- 1.8. “Class Counsel Expenses Payment” means the amount allocated to Class Counsel for reimbursement of the reasonable attorneys’ expenses incurred to prosecute the Action.

- 1.9. “Class Data” means Class Member identifying information in Defendants’ possession, including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.10. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member, including a Non-Participating Class Member who qualifies as an Aggrieved Employee.
- 1.11. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods, and means, including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.12. “Class Notice” means the court-approved Notice of Class and PAGA Action Settlement to be mailed to Class Members in English and Spanish, substantially in the form attached to this Settlement Agreement as **Exhibit A** and incorporated by reference herein.
- 1.13. “Class Period” means the period from May 16, 2020, through the date the Court grants preliminary approval of the Settlement.
- 1.14. “Class Representative” means the named Plaintiff in the proposed Second Amended Class and Representative Action Complaint in the Action, Ozzie Paez.
- 1.15. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action, providing services in support of the Action, and releasing any and all claims under California Civil Code section 1542.
- 1.16. “Court” means the Superior Court of California, County of Los Angeles.
- 1.17. “Defendants” means Defendants ITT Aerospace Controls LLC, ITT Cannon LLC, Electrofilm Manufacturing Company LLC, and Goulds Pumps (IPG) LLC.
- 1.18. “Defense Counsel” means Haynes and Boone, LLP.
- 1.19. “Effective Date” means either (a) sixty (60) days after Final Approval; (b) the day after an Appeal is dismissed or withdrawn; or (c) the day an Appeal is decided and upholds the propriety of the Settlement.

- 1.20. “Final Approval” means the Court Order Granting Final Approval of the Settlement.
- 1.21. “Final Approval Hearing” means the Hearing on Plaintiff’s Motion for Final Approval of the Settlement.
- 1.22. “Final Judgment” means the Judgment Granting Final Approval of the Settlement.
- 1.23. “Gross Settlement Amount” means the total amount Defendants agree to pay under the Settlement Agreement, subject to the terms in Paragraph 7 below. The Gross Settlement Amount will be used to pay the Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment.
- 1.24. “Individual Class Payment” means a Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks he or she worked during the Class Period.
- 1.25. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods he or she worked during the PAGA Period, pursuant to Labor Code section 2699(i).
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled under Labor Code section 2699(i).
- 1.27. “LWDA PAGA Payment” means 75% of the PAGA Penalties paid to the LWDA, pursuant to Labor Code section 2699(i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount less the following payments approved by the Court: the Individual PAGA Payments, LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement Agreement by sending the Administrator a valid and timely Request for Exclusion.

- 1.30. “Operative Complaint” means the proposed Second Amended Class and Representative Action Complaint, a true and correct copy of which is attached hereto as **Exhibit B**.
- 1.31. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.32. “PAGA Period” means the period from February 20, 2021, through the date the Court grants preliminary approval of the Settlement.
- 1.33. “PAGA” means the California Labor Code Private Attorneys General Act of 2004.
- 1.34. “PAGA Notice” means the February 20, 2022 notice Plaintiff submitted to the LWDA regarding potential Labor Code violations, pursuant to Labor Code section 2699.3(a).
- 1.35. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount in settlement of the PAGA Claims. The PAGA Penalties will be allocated 25% to the Aggrieved Employees and the 75% to LWDA, pursuant to Labor Code section 2699(i).
- 1.36. “Participating Class Member” or “Settlement Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.37. “Plaintiff” means the named Plaintiff in the Action, Ozzie Paez.
- 1.38. “Preliminary Approval” means the Court Order Granting Preliminary Approval of the Settlement.
- 1.39. "Preliminary Approval Order" means the Order Granting Preliminary Approval of the Class Settlement and Approval of PAGA Settlement.
- 1.40. “Released Class Claims” means the claims released as described in Paragraph 5.2.
- 1.41. “Released PAGA Claims” means the claims released as described in Paragraph 5.3.
- 1.42. “Released Parties” means: Defendants and all related companies, subsidiaries, owners, shareholders, founders and members, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys, and any past, present or future officers, directors, and employees) predecessors, successors, heirs, executors, administrators, and assigns, and all persons acting by, through, under, or in concert with any of them.

1.43. “Request for Exclusion” means a Class Member’s timely submission of a valid written request to be excluded from the Class Settlement signed by the Class Member.

1.44. “Response Deadline” means sixty (60) days after the Administrator mails the Class Notice to the Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail a Request for Exclusion from the Settlement, or (b) fax, email, or mail an Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) days beyond the date the Response Deadline has expired.

1.45. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.46. “Workweek” means any week during which a Class Member worked for Defendants for at least one day during the Class Period.

2. **RECITALS.**

2.0. On February 7, 2022, the Honorable Kenneth R. Freeman, Judge of the Superior Court, entered an Amended Order of Final Approval and Judgment, through which Judge Freeman granted final approval of the Amended Joint Stipulation and Settlement Agreement (the “*Toribio* Settlement”) between the parties in the wage-and-hour action entitled, *Itxel Toribio v. ITT Aerospace Controls LLC, et al.*, Los Angeles County Superior Court, Case No. 19STCV17469 (the “*Toribio* Action”).

2.0.1. The “Class Period” is defined in the *Toribio* Settlement as: “The time period from May 20, 2015, to May 15, 2020.”

2.0.2. The term “Released Claims” is defined in the *Toribio* Settlement as covering and releasing the claims provided therein “within the Class Period.”

2.1. Based on the overlap of claims and parties in the *Toribio* Action and this Action, the Parties acknowledge and agree that, despite the timing of the filing of the Action, and the claims alleged herein, the Class Period, as that term is defined in this Agreement, begins on May 16, 2020.

- 1 2.2. On February 20, 2022, Plaintiff submitted to the LWDA timely written notice of the
2 Labor Code violations he alleged Defendants violated, pursuant to Labor Code section
3 2699.3(a).
- 4 2.3. On February 22, 2022, Plaintiff filed a Class Action Complaint alleging eight causes of
5 action against Defendant ITT Aerospace Controls LLC for Labor Code and Business &
6 Professions Code violations.
- 7 2.4. On May 11, 2022, Plaintiff filed a First Amended Class and Representative Action
8 Complaint alleging a ninth cause of action against Defendant ITT Aerospace Controls
9 LLC for Civil Penalties under PAGA; and on June 16, 2023, Defendant ITT Aerospace
10 Controls LLC filed an Answer thereto.
- 11 2.5. For settlement purposes only the Parties stipulate to file the Second Amended Class and
12 Representative Action Complaint (the “Operative Complaint”), a true and correct copy
13 of which is attached as **Exhibit B**. Plaintiff will request leave to file the Operative
14 Complaint concurrently with the execution of this Agreement.
- 15 2.6. On or around August 25, 2022, the Parties agreed to participate in private mediation
16 with professional mediator, Mark Rudy, Esq.
- 17 2.7. Prior to mediation, Plaintiff obtained, in addition to other data, documents, and
18 information, a sample of the time and corresponding payroll records of the Class, and
19 the employee handbooks and relevant policies in effect during the Class Period and
20 overlapping PAGA Period. This investigation was sufficient to satisfy the criteria for
21 court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal. App. 4th 1794, 1801
22 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129-130 (2008), in
23 that such information and investigation was sufficient to assess the merits of the Parties’
24 respective positions and to reach a compromise in the Action on a fair and equitable
25 basis.
- 26 2.8. On March 16, 2023, the Parties participated in private mediation with professional
27 mediator, Mark Rudy, Esq. Mediation did not result in settlement on this date.
28

2.9. Between March 2023 and September 2023, the Parties engaged in private settlement negotiations, which led to this Settlement Agreement. The Court has not granted class certification, as the Parties reached this Agreement before Plaintiff moved for class certification.

2.10. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter asserting claims that will be affected by this Settlement.

3. MONETARY TERMS.

3.0. Gross Settlement Amount. The Gross Settlement Amount is \$950,000.00. Except as otherwise provided by Paragraph 7 below, Defendants agree to pay no more than the Gross Settlement Amount and employer payroll taxes in connection with the portion of the Individual Class Payments allocated to wages. Defendants have no obligation to pay the Gross Settlement Amount or any payroll taxes prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit a claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.1. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount in the amounts specified by the Court in the Final Approval:

3.1.1. To Plaintiff: A Class Representative Service Payment to the Class Representative of not more than \$10,000.00, in addition to any Individual Class Payment and Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member and Aggrieved Employee. Defendants will not oppose a request for this payment provided it does not exceed this amount. As part of the motion for the Class Counsel Fees Payment and Class Counsel Expenses Payment, Plaintiff will seek Court approval for the Class Representative Service Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves the Class Representative Service

1 Payment in an amount less than requested, the Administrator will allocate the
2 remainder to the Net Settlement Amount. The Administrator will report the
3 Class Representative Service Payment using IRS Form 1099. Plaintiff assumes
4 full responsibility and liability for employee taxes owed on the Class
5 Representative Service Payment.

6 3.1.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third (33
7 1/3%) of the Gross Settlement Amount, which is currently estimated to be
8 \$316,666.67; and a Class Counsel Expenses Payment of not more than
9 \$20,000.00. Defendants will not oppose requests for these payments provided
10 they do not exceed these amounts. Plaintiff and/or Class Counsel will file a
11 motion for Class Counsel Fees Payment and Class Counsel Expenses Payment
12 no later than sixteen (16) court days prior to the Final Approval Hearing. If the
13 Court approves a Class Counsel Fees Payment and/or a Class Counsel Expenses
14 Payment less than the amounts requested, the Administrator will allocate the
15 remainder to the Net Settlement Amount. Released Parties shall have no liability
16 to Class Counsel or any other counsel arising from any claim to any portion of
17 any Class Counsel Fee Payment and/or Class Counsel Expenses Payment. The
18 Administrator will report the Class Counsel Fees Payment and Class Counsel
19 Expenses Payment using one or more IRS 1099 Forms. Class Counsel assume
20 full responsibility and liability for taxes owed on the Class Counsel Fees
21 Payment and the Class Counsel Expenses Payment, and shall hold Defendants
22 harmless, and indemnify Defendants from any dispute or controversy regarding
23 any division or sharing of the Class Counsel Fee Payment and/or Class Counsel
24 Expenses Payment.

1 3.1.3. To the Administrator: An Administrator Expenses Payment not to exceed
2 \$13,000.00, except for a showing of good cause and as approved by the Court. If
3 the Court approves payment less than the amount requested, or to the extent the
4 Administration Expense Payment is less than the amount requested, the
5 Administrator will allocate the remainder to the Net Settlement Amount.

6 3.1.4. To Each Participating Class Member: An Individual Class Payment calculated
7 by (a) dividing the Net Settlement Amount by the total number of Workweeks
8 worked by all Participating Class Members during the Class Period and (b)
9 multiplying the result by each Participating Class Member's Workweeks.

10 3.1.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating
11 Class Member's Individual Class Payment will be allocated to settlement
12 of claims for wages (the "Wage Portion"). The Wage Portion is subject
13 to tax withholding and will be reported on an IRS W-2 Form. 80% of
14 each Participating Class Member's Individual Class Payment will be
15 allocated to settlement of claims for interest and penalties (the "Non-
16 Wage Portion"). The Non-Wage Portion is not subject to wage
17 withholdings and will be reported on IRS 1099 Forms. Participating
18 Class Members assume full responsibility and liability for any employee
19 taxes owed on their Individual Class Payment.

20 3.1.4.2. Effect of Non-Participating Class Members on Calculation of Individual
21 Class Payments. Non-Participating Class Members will not receive any
22 Individual Class Payments. The Administrator will allocate amounts
23 equal to their Individual Class Payments to the Net Settlement Amount
24 for distribution to Participating Class Members on a pro rata basis.

25 3.1.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
26 \$50,000.00 to be paid from the Gross Settlement Amount, with 75%
27 (\$37,500.00) allocated to the LWDA PAGA Payment and 25% (\$12,500.00)
28 allocated to the Individual PAGA Payments. If the Court approves PAGA

Penalties less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. Aggrieved Employees assume full liability for any taxes owed on their Individual PAGA Payment.

3.1.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$12,500.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods.

4. MOTION FOR PRELIMINARY APPROVAL

4.0. Motion for Preliminary Approval. 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 Class Notice. Defendants will be given a reasonable opportunity to review and provide comments on the proposed Motion for Preliminary Approval prior to its filing.

4.1. LWDA Notice. Concurrent with applying to the Court for the entry of an order granting Preliminary Approval of the Settlement, Class Counsel shall take all necessary steps to inform the LWDA of the Agreement in accordance with Labor Code section 2699(l)(2).

5. SETTLEMENT FUNDING AND PAYMENTS.

5.0. Class Data. Not later than fifteen (15) days after the Court grants Preliminary Approval of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet or equivalent electronic form. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. In no event will the Class Data be shared with or provided to Plaintiff or Class Counsel unless necessary to ensure Class Counsel's ability to discharge fiduciary duties. Defendants

1 have a continuing duty to immediately notify Class Counsel if it discovers that the Class
2 Data omitted Class Member Identifying Information and to provide corrected Class Data
3 as soon as reasonably feasible. Without any extension of the deadline by which
4 Defendants must send the Class Data to the Administrator, the Parties and their counsel
5 will expeditiously use best efforts, in good faith, to resolve any issues related to missing
6 or omitted Class Data.

7 5.1. Funding of Gross Settlement Amount. No later than fourteen (14) days after the
8 Effective Date, Defendants shall fully fund the Gross Settlement Amount and the
9 amounts necessary to fully pay their share of payroll taxes by transmitting the funds to
10 the Administrator.

11 5.2. Payments from the Gross Settlement Amount. No later than fourteen (14) days after
12 Defendants fund the Gross Settlement Amount, the Administrator shall mail checks for
13 the Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment,
14 Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative
15 Service Payment, and Administration Expenses Payment. Disbursement of the Class
16 Counsel Fees Payment, Class Counsel Expenses Payment, and Class Representative
17 Service Payment shall not precede disbursement of the Individual Class Payments and
18 Individual PAGA Payments.

19 5.2.1. The Administrator will issue checks for the Individual Class Payments and/or
20 Individual PAGA Payments and send them to the Class Members via First Class
21 U.S. Mail, postage prepaid. The face of each check shall prominently state the
22 date (not less than 180 days after the date of mailing) when the check will be
23 voided. The Administrator will cancel all checks not cashed by the void date.
24 The Administrator will send checks for Individual Class Payments to all
25 Participating Class Members, including those for whom Class Notice was
26 returned undelivered. The Administrator will send checks for Individual PAGA
27 Payments to all Aggrieved Employees, including Non-Participating Class
28 Members who qualify as Aggrieved Employees and those for whom Class

1 Notice was returned undelivered. The Administrator may send Participating
2 Class Members a single check combining their Individual Class Payment and
3 Individual PAGA Payment. Before mailing any checks, the Settlement
4 Administrator must update the recipients' mailing addresses using the National
5 Change of Address Database. The Administrator must conduct a Class Member
6 Address Search for all other Class Members whose checks are returned
7 undelivered without USPS forwarding address.

8 5.2.2. No later than seven (7) days of receiving a returned check, the Administrator
9 must re-mail the check to the USPS forwarding address provided or to an
10 address ascertained through the Class Member Address Search. The
11 Administrator need not take further steps to deliver the check to the Class
12 Member whose re-mailed check is returned as undelivered. The Administrator
13 shall promptly send a replacement check to any Class Member whose original
14 check is lost or misplaced, requested by the Class Member prior to the void date.
15 For any Class Member whose check(s) is/are uncashed and cancelled after the
16 void date, the Administrator shall transmit the funds represented by such
17 check(s) to the California Controller's Unclaimed Property Fund in the name of
18 the Class Member, thereby leaving no "unpaid residue" subject to the
19 requirements of California Code of Civil Procedure section 384(b).

20 5.2.3. The payment of Individual Class Payments and Individual PAGA Payments
21 shall not obligate Defendants to confer any additional benefits or make any
22 additional payments to Class Members (such as 401(k) contributions or bonuses)
23 beyond those specified in this Agreement.
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1 **6. RELEASES OF CLAIMS.** Plaintiff's Release, Participating Class Members' Release, and
2 Aggrieved Employees' Release will be effective on the date Defendants fully fund the Gross
3 Settlement Amount and pay all employer payroll taxes owed on the Wage Portion of the Individual
4 Class Payments. Plaintiff, Participating Class Members, Aggrieved Employees, and Class Counsel will
5 release claims against all Released Parties as follows:

6 **6.1 Plaintiff's Release.** Plaintiff and his respective former and present spouses,
7 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally
8 releases and discharges Released Parties from all claims, transactions, occurrences,
9 charges, complaints, liabilities, obligations, promises, agreements, controversies,
10 damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties
11 and expenses of any nature whatsoever, from the beginning of time through the end of
12 the Class Period, known or unknown, suspected or unsuspected, whether in tort, contract,
13 equity, or otherwise, or for violation of any federal, state, or local statute, rule, ordinance,
14 or regulation, arising out of, relating to, or in connection with any act or omissions by or
15 on the part of any of the Released Parties committed or omitted prior to the execution of
16 this Agreement including, but not limited to all claims arising out of, based upon, or
17 relating to Plaintiff's prior employment with Defendant ITT Aerospace Controls LLC
18 ("Plaintiff's Release").

19 **6.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542.** For
20 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the
21 provisions, rights, and benefits, if any, of Section 1542 of the California Civil
22 Code, which reads:

23 **A general release does not extend to claims that the creditor or**
24 **releasing party does not know or suspect to exist in his or her**
25 **favor at the time of executing the release and that, if known by**
26 **him or her, would have materially affected his or her settlement**
27 **with the debtor or Released Party.**
28

1 6.1.2 Plaintiff's Release does not extend to any claims or actions to enforce this
2 Agreement or to any claims for alleged vested benefits, unemployment benefits,
3 disability benefits, social security benefits, workers' compensation benefits that
4 arose at any time.

5 6.1.3 Plaintiff acknowledges that he may discover facts or law different from, or in
6 addition to, the facts or law that he now knows or believes to be true but agrees,
7 nonetheless, that Plaintiff's Release shall be and remain effective in all respects,
8 notwithstanding such different or additional facts, or Plaintiff's discovery of
9 them.

10 6.2 Participating Class Members' Release: All Participating Class Members, on behalf of
11 themselves and their respective former and present representatives, agents, attorneys,
12 heirs, administrators, successors, and assigns, full, finally, and forever release and
13 discharge each of the Released Parties from all claims, causes of action, rights, and
14 demands of any kind, whether known or unknown, (i) that were alleged, or reasonably
15 could have been alleged, based on the facts stated in the Operative Complaint and
16 ascertained in the course of the Action, including, but not limited to, any and all claims
17 involving any alleged (a) failure to pay all wages due at the lawful rate of pay, including,
18 but not limited to, minimum wages, straight-time wages, and overtime wages, and for
19 any alleged off-the-clock work; (b) failure to provide meal periods, or provide premium
20 pay for non-compliant meal periods and/or provide premium pay for non-compliant meal
21 periods at the regular rate of pay; (c) failure to authorize and permit rest periods, or
22 provide premium pay for non-compliant rest periods and/or provide premium pay for
23 non-compliant rest periods at the regular rate of pay; (d) failure to issue accurate,
24 itemized wage statements and maintain payroll records; (f) failure to pay all wages due
25 upon separation of employment; (g) failure to reimburse necessary business expenses;
26 (h) all claims under California Business and Professions Code sections 17200 for unfair
27 business practices that are alleged to be, or could have been, premised on the facts,
28 claims, causes of action or legal theories described above; (ii) for violation of or claims

under the related provisions of the California Labor Code, including but not limited to: California Labor Code sections 201, 202, 203, 204, 206, 210, 218.6, 226, 226.3, 226.7, 227.3, 510, 512, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802; (iii) for violation of the California Industrial Wage Orders that could have been premised on the facts, claims, causes of action or legal theories described above, and (iv) for damages, penalties, interest, costs, attorneys' fees, and other amounts recoverable under said claims or causes of action as to the facts and/or legal theories alleged or which could have been pled as wage and hour violations under California law based on the factual allegations set forth in the Operative Complaint.

6.2.1. Except as set forth in Section 6.3 below, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

6.3 Aggrieved Employees' Release: All Aggrieved Employees, on behalf of themselves, the LWDA, and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from any and all claims for civil penalties under PAGA that arose during the PAGA Period that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice, or otherwise ascertained in the course of the Action, including, but not limited to, claims for civil penalties relating to allegations of: failure to pay for all hours worked, including overtime; failure to provide meal periods; failure to authorize and permit rest periods; failure to maintain accurate records of hours worked and meal periods; failure to reimburse and indemnify expenses; failure to pay all accrued vacation wages at termination; failure to timely pay all wages at termination; failure to furnish accurate itemized wage statements; and failure to pay all earned wages twice per month.

1 **7. SETTLEMENT ADMINISTRATION.**

2 **7.1 Selection of Administrator.** The Parties have jointly selected APEX Class Action
3 Administration to serve as the Administrator and verified that, as a condition of
4 appointment, APEX Class Action Administration agrees to be bound by this Agreement
5 and to perform, as a fiduciary, all duties specified in this Agreement in exchange for
6 payment of Administration Expenses. The Parties and their Counsel represent that they
7 have no interest or relationship, financial or otherwise, with the Administrator other than
8 potentially a professional relationship arising out of prior experiences administering
9 settlements.

10 **7.2 Employer Identification Number.** The Administrator shall have and use its own
11 Employer Identification Number for purposes of calculating payroll tax withholdings and
12 providing reports to state and federal tax authorities.

13 **7.3 Qualified Settlement Fund.** The Administrator shall establish a settlement fund that
14 meets the requirements of a Qualified Settlement Fund (“QSF”) under U.S. Treasury
15 Regulation section 468B-1.

16 **7.4 Notice to Class Members.**

17 **7.4.1** No later than three (3) business days after receipt of the Class Data, the
18 Administrator shall notify Class Counsel that the list has been received and state
19 the number of Class Members, Aggrieved Employees, Workweeks, and PAGA
20 Pay Periods in the Class Data.

21 **7.4.2** No later than fourteen (14) days after receiving the Class Data, and using best
22 efforts to perform as soon as possible, the Administrator will send to all Class
23 Members identified in the Class Data, via first-class United States Postal Service
24 (“USPS”), the Class Notice, in English and Spanish and substantially in the form
25 attached to this Agreement as **Exhibit A**. The Class Notice shall prominently
26 estimate the dollar amounts of any Individual Class Payment and/or Individual
27 PAGA Payment payable to the Class Member, and the number of Workweeks
28 and PAGA Pay Periods used to calculate these amounts. Before mailing Class

1 Notices, the Administrator shall update Class Member addresses using the
2 National Change of Address database.

3 7.4.3 Not later than three (3) business days after its receipt of any Class Notice
4 returned by the USPS as undelivered, the Administrator shall re-mail the Class
5 Notice using any forwarding address provided by USPS. If USPS does not
6 provide a forwarding address, the Administrator shall conduct a Class Member
7 Address Search and re-mail the Class Notice to the most current address
8 obtained. The Administrator has no obligation to make further attempts to locate
9 or send the Class Notice to Class Members whose Class Notice is returned by
10 USPS a second time.

11 7.4.4 The deadlines for Class Members' written Objections and Requests for Exclusion
12 will be extended an additional fourteen (14) days beyond the sixty (60) days
13 otherwise provided in the Class Notice for all Class Members whose notice is re-
14 mailed. The Administrator will inform the Class Member of the extended
15 deadline with the re-mailed Class Notice.

16 7.4.5 If the Administrator, Defendants, Defense Counsel, or Class Counsel is contacted
17 by or otherwise discovers any person who believe he or she should have been
18 included in the Class Data and received a Class Notice, the Parties will
19 expeditiously meet and confer in person or by telephone, and in good faith, in an
20 effort to agree on whether to include them as a Class Member. If the Parties
21 agree, such person will be a Class Member entitled to the same rights as other
22 Class Members and the Administrator will send, via email or overnight delivery,
23 a Class Notice requiring him or her to exercise options under this Agreement no
24 later than fourteen (14) days after receipt of Class Notice, or the deadline dates in
25 the Class Notice, whichever are later.

26 7.5 Requests for Exclusion (Opt-Outs).

27 7.5.1 No later than sixty (60) days after the Administrator mails the Class Notice (plus
28 an additional fourteen (14) days for Class Members whose Class Notice is re-

1 mailed), Class Members who wish to exclude themselves from the Class
2 Settlement must fax, email, or mail the Administrator a signed written Request
3 for Exclusion. A Request for Exclusion is a letter from a Class Member or
4 his/her representative that reasonably communicates the Class Member's
5 election to be excluded from the Settlement and includes the Class Member's
6 name, address, and email address or telephone number. To be valid, a Request
7 for Exclusion must be timely faxed, emailed, or postmarked by the Response
8 Deadline.

9 7.5.2 If the Administrator has reason to question the authenticity of a Request for
10 Exclusion, the Administrator may demand additional proof of the Class
11 Member's identity. The Administrator's determination of authenticity shall be
12 final and not appealable or otherwise susceptible to challenge.

13 7.5.3 Every Class Member who does not submit a timely and valid Request for
14 Exclusion is deemed to be a Participating Class Member under this Agreement,
15 entitled to all benefits and bound by all terms and conditions of the Settlement,
16 including the Participating Class Members' Release under Paragraph 6.2 of this
17 Agreement, regardless of whether the Participating Class Member actually
18 receives the Class Notice or objects to the Settlement.

19 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a
20 Non-Participating Class Member and shall not receive an Individual Class
21 Payment or have the right to object to the class action components of the
22 Settlement. Because future PAGA claims are subject to claim preclusion upon
23 entry of the Judgment, Non-Participating Class Members who are Aggrieved
24 Employees are deemed to release the claims identified in Paragraph 5.3 of this
25 Agreement and are eligible for an Individual PAGA Payment.

26 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have sixty (60) days
27 after the Administrator mails the Class Notice (plus an additional fourteen (14) days for
28 Class Members whose Class Notice is re-mailed) to challenge the number of Class

Workweeks and PAGA Pay Periods allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail. Defendants' business records will be presumed determinative, but the Class Member may produce evidence to the Administrator supporting documentation or evidence indicating the dates contended to have been worked. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

7.7 Objections to Settlement.

7.7.1 No later than sixty (60) days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice was re-mailed), Participating Class Members who elect to send a written objection to the Administrator must send a written objection to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing.

7.7.2 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Expenses Payment and/or Class Representative Service Payment. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

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

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish, maintain, and use an internet website to post information of interest to Class

Members, including the date, time and location for the Final Approval Hearing and copies of the Agreement, Motion for Preliminary Approval, Preliminary Approval, Class Notice, Motion for Final Approval, Motion for Class Counsel Fees Payment, Class Counsel Expenses Payment, and Class Representative Service Payment, Final Approval and Judgment. The Administrator will also maintain and monitor an email address and toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity.

7.8.2.1 Not later than five (5) days after the expiration of the deadline for submitting a Request for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted an invalid Request for Exclusion; (c) copies of all Requests for Exclusion submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of any Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

1 7.8.4 Administrator's Declaration. Not later than fourteen (14) days before the date by
2 which Plaintiff is required to file the Motion for Final Approval of the
3 Settlement, the Administrator will provide Class Counsel and Defense Counsel a
4 signed declaration suitable for filing in Court attesting to its due diligence and
5 compliance with all of its obligations under this Agreement, including, but not
6 limited to, its mailing of Class Notice, the Class Notices returned as undelivered,
7 the re-mailing of Class Notices, attempts to locate Class Members, the total
8 number of Requests for Exclusion from Settlement it received (both valid or
9 invalid), the number of written objections and attach the Exclusion List. The
10 Administrator will supplement its declaration as needed or requested by the
11 Parties and/or the Court. Class Counsel is responsible for filing the
12 Administrator's declaration(s) in Court.

13 7.8.5 Final Report by Settlement Administrator. No later than ten (10) days after the
14 Administrator disburses all funds in the Gross Settlement Amount, the
15 Administrator will provide Class Counsel and Defense Counsel with a final
16 report detailing its disbursements by employee identification number, only of all
17 payments made under this Agreement. At least fifteen (15) days before any
18 deadline set by the Court, the Administrator will provide Class Counsel and
19 Defense Counsel a signed declaration suitable for filing in Court attesting to its
20 disbursement of all payments required under this Agreement. Class Counsel is
21 responsible for filing the Administrator's declaration in Court.

22 **8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE**

23 8.1 Based on a review of its business records to date, Defendants estimate there are 640
24 Class Members whose aggregate Workweek count is estimated to equal 71,000 for the
25 Class Period. In the event of an increase in Workweeks of more than 10% from the
26 original estimate of 71,000 for the Class Period, the Gross Settlement Amount shall be
27 increased by the percentage that the actual number of Workweeks exceeds 10% of the
28 original estimate (the "Escalator Clause"). For example, if the total number of

Workweeks is 11% larger, the Gross Settlement Amount shall be increased by 1%. In the alternative, in the event of an increase in Workweeks of more than 10% from the original estimate of 71,000 for the Class Period, Defendants may: (1) elect to end the Class Period on an earlier date such that this Escalator Clause is not triggered; or (2) void the Settlement by giving written notice to Plaintiff's counsel within ten (10) business days after the Administrator provides the Parties with the final number of estimated Workweeks for the Class Members during the Class Period.

8.2 Based on a review of its business records to date, Defendants estimate there are 540 Aggrieved Employees whose aggregate PAGA Pay Period count is estimated to equal 27,500 for the PAGA Period.

9. DEFENDANTS' RIGHT TO WITHDRAW.

If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendants may, but are not obligated to, elect to withdraw from the Settlement within fifteen (15) days of the expiration of the Response Deadline. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and neither Party will have any further obligation to perform under this Agreement; except, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw no later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel. Late elections will have no effect.

10. MOTION FOR FINAL APPROVAL.

No later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file a Motion for Final Approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(l) and a Proposed Final Approval Order and Judgment.

10.1 Review rights. Defendants will be given a reasonable opportunity to review and provide comments on the proposed Motion for Final Approval prior to its filing.

10.2 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in

Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.3 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement, including, but not limited to, the scope of release to be granted by Class Members, the Parties will expeditiously work together in good faith to attempt to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

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

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

1 10.6 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
2 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a
3 material modification of this Agreement, including, but not limited to, the scope of
4 release to be granted by Class Members, this Agreement shall be null and void. The
5 Parties shall nevertheless expeditiously work together in good faith to attempt to address
6 the appellate court's concerns and to obtain Final Approval and entry of Judgment,
7 sharing, on a 50-50 basis, any additional Settlement Administration Expenses reasonably
8 incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's
9 award of the Class Representative Service Payment, Class Counsel Fees Payment, Class
10 Counsel Expenses Payment, and/or Administration Expenses Payment shall not
11 constitute a material modification to the Agreement within the meaning of the Judgment
12 within the meaning of this paragraph, as long as the Gross Settlement Amount remains
13 unchanged.

14 **11. AMENDED JUDGMENT.**

15 If any amended Judgment is required under Code of Civil Procedure section 384, the Parties will
16 work together in good faith to jointly submit and file a proposed amended Judgment.

17 **12. ADDITIONAL PROVISIONS.**

18 12.1 No Admission of Liability, Class Certification or Representative Manageability for Other
19 Purposes. This Agreement represents a compromise and settlement of highly disputed
20 claims. Nothing in this Agreement is intended or should be construed as an admission by
21 Defendants that any of the allegations in the Operative Complaint have merit or that
22 Defendants have any liability for any claims asserted; nor should it be intended or
23 construed as an admission by Plaintiff that Defendants' defenses in the Action have
24 merit. The Parties agree that class certification and representative treatment is for
25 purposes of this Settlement only. If, for any reason the Court does grant Preliminary
26 Approval, Final Approval or enter Judgment, Defendants reserve the right to contest
27 certification of any class for any reasons, and Defendants reserve all available defenses
28 to the claims in the Action, and Plaintiff reserves the right to move for class certification

on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation, except for proceedings to enforce or effectuate the Settlement and this Agreement. The Parties agree that, if approved, certification of the Class is a conditional certification for settlement purposes only, and that if, for any reason, the Court does not grant final approval of the Settlement, or if final approval is not given following the appeal of any order by the Court, or if for any reason the Settlement Effective Date does not occur, the certification of the Class for settlement purposes shall be deemed null and void without further action by the Court or any of the Parties, each Party shall retain all of their respective rights and shall be returned to their relative legal positions as they existed prior to execution of this Agreement, and neither this Agreement, nor any of its accompanying exhibits or any orders entered by the Court in connection with this Agreement shall be admissible or used for any purpose in this Action or any other legal proceeding, except for the enforcement of same.

12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) to counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information.

12.2.1 Plaintiff, Class Counsel, Defendants, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before

the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement, except to respond only that “the matter was resolved” or words to that effect. This paragraph does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

12.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

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

12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement, including any amendments to this Agreement.

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

1 12.7 No Prior Assignments. The Parties separately represent and warrant that they have not
2 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
3 or encumber to any person or entity and portion of any liability, claim, demand, action,
4 cause of action, or right released and discharged by the Party in this Settlement.

5 12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendants, nor Defense Counsel are
6 providing any advice regarding taxes or taxability, nor shall anything in this Settlement
7 be relied upon as such within the meaning of United States Treasury Department
8 Circular 230 (31 CFR Part 10, as amended) or otherwise.

9 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
10 modified, changed, or waived only by an express written instrument signed by all Parties
11 or their representatives, and approved by the Court.

12 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to
13 the benefit of, the successors of each of the Parties.

14 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
15 governed by and interpreted according to the internal laws of the State of California,
16 without regard to conflict of law principles.

17 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
18 this Agreement. This Agreement will not be construed against any Party on the basis that
19 the Party was the drafter or participated in the drafting.

20 12.13 Confidentiality. To the extent permitted by law, all agreements made and orders entered
21 during Action and in this Agreement relating to the confidentiality of information shall
22 survive the execution of this Agreement.

23 12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to
24 Evidence Code section 1152, and all copies and summaries of the Class Data provided to
25 Class Counsel by Defendants in connection with the mediation, other settlement
26 negotiations, or in connection with the Settlement, may be used only with respect to this
27 Settlement, and no other purpose, and may not be used in any way that violates any
28 existing contractual agreement, statute, or rule of court.

1 12.14.1 Not later than ninety (90) days after the date the Court discharges the
2 Administrator's obligation to provide a declaration confirming the final pay out
3 of all Settlement funds, Plaintiff shall destroy all paper and electronic versions
4 of Class Data received from Defendants unless, prior to the Court's discharge of
5 the Administrator's obligation, Defendants make a written request to Class
6 Counsel for the return, rather than the destruction, of Class Data.

7 12.15 Recitals. The representations, covenants, and recitations set forth in the Recitals section
8 of this Agreement are material to this Agreement and are hereby incorporated into and
9 made a part of this Agreement as though they were fully set forth herein.

10 12.16 Headings. The descriptive heading of any section or paragraph of this Agreement is
11 inserted for convenience of reference only and does not constitute a part of this
12 Agreement.

13 12.17 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall
14 be to calendar days. In the event any date or deadline set forth in this Agreement falls on
15 a weekend or federal legal holiday, such date or deadline shall be on the first business
16 day thereafter.

17 12.18 Notice. All notices, demands or other communications between the Parties in connection
18 with this Agreement will be in writing and deemed to have been duly given as of the
19 third business day after mailing by United States mail, or the day sent by email or
20 messenger, addressed as follows:

21 To Plaintiff:

22 MOON LAW GROUP, PC
23 Kane Moon
24 Allen Feghali
25 Jacquelyne VanEmmerik
26 1055 West Seventh Street, Suite 1880
27 Los Angeles, California 90017
28 Telephone: (213) 232-3128

To Defendants:

HAYNES AND BOONE, LLP
Tamara I. Devitt
Matthew E. Costello
Bianca A. Valencia
600 Anton Boulevard, Suite 700
Costa Mesa, CA 92626
Telephone: (949) 202-3000

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

12.20 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that, pursuant to California Code of Civil Procedure section 583.330, to extend the date to bring a case to trial under California Code of Civil Procedure section 583.310 for the entire period of this settlement process.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Agreement between Plaintiff and Defendants as of the date(s) set forth below:

(Signature Page Follows)

1 **Plaintiff & Class Representative:**

2 ~~Dated: October~~ NOV 15 2023, 2023 *OK*

By: *Ozzie L Paez*

Plaintiff, Ozzie Paez

4 **Plaintiff's Counsel:**

5 Dated: October __, 2023
6 November 15, 2023

MOON LAW GROUP, P.C.

7 By: *[Signature]*

8 Kane Moon
9 Allen Feghali
10 Jacquelyne VanEmmerik
11 Attorneys for Plaintiff, Ozzie Paez

10 **Defendants:**

11 Dated: October __, 2023

12 ITT Aerospace Controls LLC
13 Electrofilm Manufacturing Company LLC
14 ITT Cannon LLC

15 By: _____

16 Name:
17 Title:

18 Dated: October __, 2023

Goulds Pumps (IPG), LLC

19 By: _____

20 Name:
21 Title:

21 **Defense Counsel:**

22 Dated: October __, 2023

HAYNES AND BOONE, LLP

23 By: _____

24 Tamara I. Devitt
25 Matthew E. Costello
26 Attorneys for Defendants, ITT Aerospace
27 Controls LLC, et al.
28

1 **Plaintiff & Class Representative:**

2 Dated: October __, 2023

By: _____

Plaintiff, Ozzie Paez

4 **Plaintiff's Counsel:**

5 Dated: October __, 2023

MOON LAW GROUP, P.C.

7 By: _____

8 Kane Moon
9 Allen Feghali
10 Jacquelyne VanEmmerik
11 Attorneys for Plaintiff, Ozzie Paez

10 **Defendants:**

11 Dated: November 30, 2023

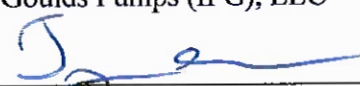
12 ITT Aerospace Controls LLC
13 Electrofilm Manufacturing Company LLC
14 ITT Cannon LLC

15 By:  _____

16 Name: Yelena Simonyuk
17 Title: VP, General Counsel and Secretary

18 Dated: November 30, 2023

Goulds Pumps (IPG), LLC

19 By:  _____

20 Name: Tymour Okasha
21 Title: VP and Assistant Secretary

22 **Defense Counsel:**

23 Dated: November 30, 2023

HAYNES AND BOONE, LLP

24 By:  _____

25 Tamara I. Devitt
26 Matthew E. Costello
27 Attorneys for Defendants, ITT Aerospace
28 Controls LLC, et al.

EXHIBIT A

NOTICE OF CLASS AND PAGA ACTION SETTLEMENT

Ozzie Paez v. ITT Aerospace Controls LLC, et al.
Superior Court of the State of California, County of Los Angeles
Case Number 22STCV07281

PLEASE READ THIS NOTICE

The above class and representative action (“Action”) was filed by Plaintiff Ozzie Paez (“Plaintiff”) against Defendants ITT Aerospace Controls, LLC, Electrofilm Manufacturing Company LLC, ITT Cannon LLC, and Goulds Pumps (IPG) LLC (“Defendants”). In the Action, Plaintiff alleges Defendants failed to properly compensate Class Members for all regular and overtime hours worked, failed to provide Class Members with compliant meal and/or rest periods or compensation in lieu thereof, failed to reimburse Class Members for necessary business expenses, failed to provide Class Members with accurate itemized wage statements, failed to timely pay Class Members all wages owed during employment and/or upon termination, violated California Business and Professions Code sections 17200, *et. seq.*, and/or owes civil penalties to the Labor and Workforce Development Agency (“LWDA”) and Aggrieved Employees under the Private Attorneys General Act, California Labor Code sections 2698, *et. seq.* (“PAGA”). Defendants deny these allegations and contend they complied with all applicable laws.

A Joint Stipulation of Class and PAGA Action Settlement Agreement (“Settlement,” “Agreement,” or “Settlement Agreement”) has been reached in the Action and preliminarily approved by the Court. You have been identified by Defendant’s records as a Class Member. Therefore, you are subject to the terms of the Settlement. Please read this notice carefully, as it may affect your legal rights.

“Class” or “Class Member(s)” means all persons who worked for Defendant in California as hourly-paid or non-exempt employees at any time from May 16, 2020, through [the date the Court grants preliminary approval of the Settlement] (“Class Period”). “Aggrieved Employee(s)” means all persons who worked for Defendant in California as hourly-paid or non-exempt employees at any time from February 20, 2021, through [the date the Court grants preliminary approval of the Settlement] (“PAGA Period”).

YOUR LEGAL RIGHTS AND OPTIONS WITH RESPECT TO THE SETTLEMENT	
Participate in the Settlement	If you want to participate in the Settlement, remain in the Class, and receive your Individual Class Payment and, <i>if eligible</i> , Individual PAGA Payment, <u>then you do not need to do anything.</u>
Exclude Yourself From the Settlement	If you do not want to participate in the Settlement or remain in the Class, <u>then you should follow the instructions in Section 6.</u> If you exclude yourself from the Settlement, you <i>will not</i> receive your Individual Class Payment and you will not release the Released Claims against the Released Parties (defined in Section 4 below). However, if you exclude yourself from the Settlement and you are an Aggrieved Employee, you <i>will</i> receive your Individual PAGA Payment and release the Released PAGA Claims against the Released Parties.
Object to the Settlement	If you want to object to the Settlement but remain in the Class, <u>then you should follow the instructions in Section 7.</u> If you object, you will still be bound by the terms of the Settlement, if approved by the Court.

1. WHY DID I GET THIS NOTICE?

You have received this Notice because Defendant's records reflect that you are a Class Member or Aggrieved Employee, as defined above. This Notice provides you with information about (1) the monetary terms of the Settlement, (2) your estimated Individual Class Payment, provided you are a "Participating Class Member" (i.e., a Class Member who does not request to be excluded from the Settlement), (3) your estimated Individual PAGA Payment, provided you are an "Aggrieved Employee," (4) the terms of the Settlement, including the claims that are being released, (5) how to participate in, exclude yourself from, or object to the Settlement, and (6) where to find additional information regarding the Action and Settlement.

2. WHAT IS THIS CASE ABOUT?

Plaintiff Ozzie Paez filed a Class Action Complaint against Defendant ITT Aerospace Controls LLC on February 22, 2022, which commenced the lawsuit entitled *Ozzie Paez v. ITT Aerospace Controls LLC*, Superior Court of the State of California, County of Los Angeles, Case Number 22STCV07281. Plaintiff then filed a First Amended Class and Representative Action Complaint on May 11, 2022. As part of the Settlement, Plaintiff filed a Second Amended Class and Representative Action Complaint adding Electrofilm Manufacturing Company LLC, ITT Cannon LLC, and Goulds Pumps (IPG) LLC as named defendants in this Action ("Operative Complaint").

The Operative Complaint alleges that Defendants: (1) failed to pay minimum wages for all hours worked; (2) failed to pay overtime compensation for all overtime hours worked and/or at the correct rate of pay; (3) failed to provide compliant meal periods or compensation in lieu thereof; (4) failed to provide compliant rest breaks or compensation in lieu thereof; (5) failed to indemnify necessary business expenses; (6) failed to timely pay all compensation due upon termination or resignation; (7) failed to provide accurate itemized wage statements; (8) engaged in unfair business practices in violation of Business and Professions Code sections 17200, *et seq.*; and/or (9) owes civil penalties under PAGA.

Defendants deny any liability or wrongdoing of any kind. Defendants contend, among other things, that (i) they complied at all times with the California Labor Code, all Industrial Welfare Commission Wage Orders, and the Business and Professions Code; (ii) employees were correctly and timely paid all wages due and owing; (iii) meal periods and rest breaks were provided as required by applicable law; and (iv) employees were reimbursed for all necessary business expenses incurred.

The Court has not ruled on the merits of the claims alleged in the Operative Complaint. By preliminarily approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case on the merits. Rather, the Court has determined only that there is sufficient evidence to determine, on a preliminary basis, that the proposed Settlement is fair, adequate, and reasonable and that any final determination of those issues will be made at the Final Approval Hearing. Defendants reserve the right, if for any reason the Settlement fails, to contest any factual or legal allegations, including to contest whether the Action should proceed as a class or representative action.

3. THE MONETARY TERMS OF THE SETTLEMENT AND CALCULATION OF YOUR INDIVIDUAL CLASS PAYMENT AND INDIVIDUAL PAGA PAYMENT

Without admitting any liability or wrongdoing, and to avoid the business disruptions caused by litigating these claims, Defendants have agreed to pay a Gross Settlement Amount of \$950,000.00 to settle the Action. The following amounts will be paid from the Gross Settlement Amount:

- An Administrator Expenses Payment not to exceed \$13,000.00, for reimbursement of the Administrator's reasonable fees and expenses;

- A Class Representative Service Payment not to exceed \$10,000.00, for the Plaintiff's services as Class Representative and General Release under the Settlement;
- PAGA Penalties in the amount of \$50,000.00 to the LWDA (75%) and Aggrieved Employees (25%), for the payment of civil penalties under PAGA;
- A Class Counsel Expenses Payment not to exceed \$20,000.00 to Class Counsel, for reimbursement of the reasonable attorneys' expenses incurred to prosecute the Action; and
- A Class Counsel Fees Payment not to exceed \$316,666.67 to Class Counsel, for reimbursement of the reasonable attorneys' fees incurred to prosecute the Action.

The amount remaining from the Gross Settlement Amount after the above deductions is called the "Net Settlement Amount." The Net Settlement Amount will be allocated to all Participating Class Members on a *pro rata* basis, based on their number of Workweeks. Each such payment is an "Individual Class Payment" and will be calculated as follows:

1. The Administrator will determine the number of Workweeks worked by each Participating Class Member during the Class Period ("Workweeks") based on Defendants' business records;
2. The Administrator will determine the value of a single Workweek by dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members; and
3. Each Participating Class Member shall receive an Individual Class Payment equal to his or her Workweeks multiplied by the value of a single Workweek.

You have been credited with [REDACTED] Workweeks based on Defendants' business records of your employment. Based on these Workweeks, your Individual Class Payment, prior to any applicable withholdings, is estimated to be \$ [REDACTED].

Individual PAGA Payment: A total of \$50,000.00 of the Gross Settlement Amount has been allocated to PAGA Penalties. Of this amount, 75% (i.e., \$37,500.00) will be paid to California's LWDA ("LWDA PAGA Payment"), and 25% (i.e., \$12,500.00) ("Individual PAGA Payment") will be paid on a *pro rata* basis to Aggrieved Employees. Each such payment is an "Individual PAGA Payment" and will be calculated as follows:

1. The Administrator will determine the number of pay periods worked by each Aggrieved Employee during the PAGA Period ("PAGA Pay Periods") based on Defendants' business records;
2. The Administrator will determine the value of a single PAGA Pay Period by dividing the Individual PAGA Payment by the total number of PAGA Pay Periods worked by all Aggrieved Employees; and
3. Each Aggrieved Employee shall receive an Individual PAGA Payment equal to his or her PAGA Pay Periods multiplied by the value of a single PAGA Pay Period.

You have been credited with [REDACTED] PAGA Pay Periods based on Defendants' business records of your employment. Based on these PAGA Pay Periods, your Individual PAGA Payment is estimated to be \$ [REDACTED].

If you dispute the above information, you may submit a written dispute to the number of Workweeks and/or PAGA Pay Periods allocated to you ("Dispute") to the Administrator. Your Dispute must (1) contain your name, address, and telephone number and the case name and number of the action (i.e., *Ozzie Paez v. ITT Aerospace Controls LLC, Superior Court of the State of California, County of Los Angeles, Case Number 22STCV07281*; (2) be signed by you; (3) be postmarked or fax stamped on or before [Response Deadline] and returned to the Administrator at the address or fax number listed below; (4) clearly state the number of Workweeks and/or PAGA Pay Periods you believe is correct; and (5) attach any documentary evidence you have to prove the number of contended Workweeks and/or PAGA Pay Periods.

[Administrator]
[contact info including e-mail address]

Twenty percent (20%) of each Individual Class Payment will be allocated to wages and subject to all applicable employee state and federal tax withholdings; and eighty percent (80%) of each Individual Class Payment will be considered penalties, liquidated damages, interest and any other non-wage related payments. The amount allocated as wages will be reported on an IRS form W-2, and the remaining amount allocated as penalties, liquidated damages, interest and other non-wage payments will be reported on an IRS form 1099. One hundred percent (100%) of each Individual PAGA Payment will be allocated as penalties and reported on an IRS form 1099.

In addition to the Gross Settlement Amount, Defendant will pay all employer payroll taxes and contributions in connection with the portion of the Settlement allocated towards wages. Class Members are responsible for paying taxes on other amounts received. This Notice is not tax advice and you should consult your tax advisor if you have any questions. Checks will be valid and negotiable for one hundred and eighty (180) days. After that, checks will become void and a stop payment will be placed on the uncashed checks. Settlement checks that are not cashed within one hundred and eighty (180) days of mailing, or are returned to the Administrator, will be cancelled, and the Administrator shall send the funds associated with uncashed checks to the California Controller's Unclaimed Property Fund in the name of the Class Member. Class Members who do not timely cash their checks should contact the Administrator to determine how they can obtain their payment. **Class Members will be bound by the Settlement even if they do not cash their settlement checks.**

4. WHAT CLAIMS AM I RELEASING AS A CLASS MEMBER UNDER THE SETTLEMENT?

If and when the Court grants final approval of the Settlement, as of the Effective Date (as defined in the Agreement), all Class Members who do not opt out of the Settlement (*i.e.*, Participating Class Members) do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged any and all Released Class Claims against any and all Released Parties.

"Released Parties" means Defendants and all related companies, subsidiaries, owners, shareholders, founders and members, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys, and any past, present or future officers, directors, and employees) predecessors, successors, heirs, executors, administrators, and assigns, and all persons acting by, through, under, or in concert with any of them.

"Released Class Claims" means all claims, causes of action, rights, and demands of any kind, whether known or unknown, (i) that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and ascertained in the course of the Action, including, but not limited to, any and all claims involving any alleged (a) failure to pay all wages due at the lawful rate of pay, including, but not limited to, minimum wages, straight-time wages, and overtime wages, and for any alleged off-the-clock work; (b) failure to provide meal periods, or provide premium pay for non-compliant meal periods and/or provide premium pay for non-compliant meal periods at the regular rate of pay; (c) failure to authorize and permit rest periods, or provide premium pay for non-compliant rest periods and/or provide premium pay for non-compliant rest periods at the regular rate of pay; (d) failure to issue accurate, itemized wage statements and maintain payroll records; (f) failure to pay all wages due upon separation of employment; (g) failure to reimburse necessary business expenses; (h) all claims under California Business and Professions Code sections 17200 for unfair business practices that are alleged to be, or could have been, premised on the facts, claims, causes of action or legal theories described above; (ii) for violation of or claims under the related provisions of the California Labor Code, including but not limited to: California Labor Code sections 201, 202, 203, 204, 206, 210, 218.6, 226, 226.3, 226.7, 227.3, 510, 512, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802; (iii) for violation of the California Industrial Wage Orders that could have been premised on the facts, claims, causes of action or legal theories described above, and (iv) for damages, penalties, interest, costs, attorneys' fees, and other amounts recoverable under said claims or

causes of action as to the facts and/or legal theories alleged or which could have been pled as wage and hour violations under California law based on the factual allegations set forth in the Operative Complaint.

5. WHAT CLAIMS AM I RELEASING AS AN AGGRIEVED EMPLOYEE UNDER THE SETTLEMENT?

If and when the Court grants final approval of the Settlement, as of the Effective Date (as defined in the Agreement), and after payment of all funds due under the terms of the Settlement, all Aggrieved Employees do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged any and all of the Released Parties of and from any and all Released PAGA Claims. Released Parties is defined in Section 4 of this Notice, above.

“Released PAGA Claims” means any and all claims for civil penalties under PAGA that arose during the PAGA Period that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice, or otherwise ascertained in the course of the Action, including, but not limited to, claims for civil penalties relating to allegations of: failure to pay for all hours worked, including overtime; failure to provide meal periods; failure to authorize and permit rest periods; failure to maintain accurate records of hours worked and meal periods; failure to reimburse and indemnify expenses; failure to pay all accrued vacation wages at termination; failure to timely pay all wages at termination; failure to furnish accurate itemized wage statements; and failure to pay all earned wages twice per month.

AGGRIEVED EMPLOYEES CANNOT OPT-OUT OF THE PAGA SETTLEMENT OR THE RELEASE OF RELEASED PAGA CLAIMS, AND THEY WILL RECEIVE AN INDIVIDUAL PAGA PAYMENT EVEN IF THEY OPT-OUT OF THE CLASS SETTLEMENT.

6. WHAT IF I DO NOT WANT TO PARTICIPATE IN THE CLASS SETTLEMENT?

You have the right to request exclusion from the Settlement as a Class Member and with regards to the settlement of Released Class Claims, but you are not able to exclude yourself as an Aggrieved Employee or with regards to the Released PAGA Claims. To exclude yourself from the release of Released Class Claims, you should submit a written request for exclusion to the Settlement Administrator (“Opt Out Request”) at the address or fax number listed in Section 3 of this Notice, above.

A valid and complete Opt Out Request must (1) contain the name, address, and telephone number of the Class Member requesting exclusion and the case name and number of the Action (i.e., *Ozzie Paez v. ITT Aerospace Controls LLC*, Superior Court of the State of California, County of Los Angeles, Case Number 22STCV07281); (2) be signed by the Class Member; (3) be postmarked, e-mailed, or fax stamped on or before **Response Deadline** and returned to the Settlement Administrator at the specified address or fax number listed in Section 3 of this Notice, above; and (4) contain a statement substantially similar to:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT OF CLASS CLAIMS IN *OZZIE PAEZ V. ITT AEROSPACE CONTROLS LLC*. I UNDERSTAND THAT THE PAGA CLAIMS WILL STILL BE RELEASED AND SETTLED.”

It is your responsibility to ensure that the Administrator timely receives your request to be excluded from the Settlement. Unless you timely request to be excluded from the Settlement, you will be bound by the judgment upon final approval. Class Members who request to be excluded from the Settlement will NOT receive their Individual Class Payment and will not release any of the Released Class Claims. However, Class Members who are Aggrieved Employees will receive their Individual PAGA Payment and will release the Released PAGA Claims regardless of whether they submit an request to be excluded from the Settlement.

7. WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

Any Participating Class Member may object to the Settlement or to any settlement term. If you wish to object, you may submit your objection in writing to the Administrator (“Objection”) at the specified address, e-mail address, or fax number listed in Section 3 of this Notice, above. A valid and timely Objection should (1) contain the name, address, and telephone number of the Participating Class Member objecting and the case name and number of the Action (i.e., *Ozzie Paez v. ITT Aerospace Controls LLC, Superior Court of the State of California, County of Los Angeles, Case Number 22STCV07281*); (2) be signed by the Participating Class Member; (3) be postmarked or fax stamped on or before [Response Deadline] and returned to the Settlement Administrator at the specified address or fax number listed in Section 3 of this Notice, above; and (4) give the legal and factual basis for their objection.

Filing an objection will **not** exclude you from the Settlement. If the Court grants final approval of the Settlement, you will still receive an Individual Class Payment and you will be barred from pursuing the Released Class Claims. **Do not file both an Objection and Opt Out Request. You may file one or neither.** If you file neither, then you will be automatically included in the Settlement and do not need to take any further action to receive a payment.

8. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Final Approval Hearing is scheduled to take place on _____, at _____ a.m. in the Superior Court of the State of California, County of Los Angeles, Department 6, located at 312 North Spring Street, Los Angeles, California 90012.

9. WHO ARE THE ATTORNEYS?

Attorneys for Plaintiff and the Class are:

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Attorneys for Defendants are:

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The Court has decided that the Attorneys for Plaintiff and the Class are qualified to represent the Participating Class Members. Other than the Class Counsel Fees Payment and Class Counsel Expenses Payment approved by the Court, to be paid out of the Gross Settlement Amount, you will not be charged for their services.

10. SHOULD I GET MY OWN LAWYER?

You do not need to get your own lawyer. If you want your own lawyer to speak for you or appear in Court, you have the right to hire one, but you will have to pay for that lawyer yourself.

11. FURTHER INFORMATION

The foregoing is only a summary of the Settlement. For the precise terms and conditions of the Settlement and other important case documents, please see the settlement agreement available at www._____.com, by contacting Class Counsel at the address or telephone number provided in Section 9, above, or by visiting the

office of the Clerk of the Superior Court of the State of California, County of Los Angeles, Department 6, located at 312 North Spring Street, Los Angeles, California 90012, or the Court's website: <https://www.lacourt.org/>.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT.