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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – NORWALK SUPERIOR COURT

MARIE BELARDINELLI, on behalf of herself
and all others similarly situated,

Plaintiff,

vs.

ALCOA TRAFFIC CONTROL, INC., a
California corporation, and DOES I through 50,
inclusive,

Defendants.

Case No.: 23NWCV00544

[Hon. Olivia Rosales, Dept. F]

**SETTLEMENT AGREEMENT AND
RELEASE OF PAGA CLAIMS**

Action Filed: February 21, 2023
Trial Date: Not set

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SETTLEMENT AGREEMENT AND RELEASE

Plaintiff Marie Belardinelli ("Plaintiff"), individually and in her capacity as a representative of the State of California on behalf of other aggrieved employees, and Defendant Alcoa Traffic Control, Inc. ("Defendant"), hereby enter into this Settlement Agreement and Release ("Settlement") as follows:

I. DEFINITIONS

As used in this Settlement, the following terms shall have the following meanings:

1. "Action" shall mean the civil action entitled *Marie Belardinelli v. Alcoa Traffic Control, Inc.*, filed in the Superior Court for the County of Los Angeles on or about February 21, 2023, designated as Case No. 23NWCV00544.

2. "Defendant" shall mean Defendant Alcoa Traffic Control, Inc.

3. "Defense Counsel" shall mean ATKINSON, ANDELSON, LOYA, RUUD & ROMO, LLP.

4. "Effective Date" refers to the date upon which all of the following have occurred: (i) approval of the Settlement is granted by the Superior Court of California for the County of Los Angeles, or other court assuming jurisdiction of this matter, (ii) the Court's Judgment approving the Settlement becomes Final, and (iii) the date of the time for filing or noticing any appeal of the Judgment has expired. If there is an appeal of the Court's Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court shall be the date the Settlement is Final. If there is an intervenor, but no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment shall be the date the Settlement is Final. If there is no intervenor in the action, the date the Court enters an order approving this Settlement shall be the date the Settlement is Final.

5. "LWDA" refers to the California Labor & Workforce Development Agency.

6. "PAGA" refers to the Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*

7. "PAGA Period" shall mean March 3, 2021 through the date upon which the Court grants Approval of the Parties' settlement.

8. "PAGA Settlement Members" shall mean all persons employed by Defendant as a non-

1 exempt employee in California at any time during the PAGA Period. For purposes of this Settlement
2 only, and not otherwise as an admission of any misconduct or wrongdoing by Defendant, Defendant and
3 Plaintiff stipulate that all PAGA Settlement Members are aggrieved employees pursuant to PAGA.

4 9. "PAGA Fund" shall mean the Total Settlement Payment, less Plaintiff's Counsel
5 Payment, Plaintiff's Enhancement, and the Settlement Administrative Costs.

6 10. "Plaintiff's Enhancement" means an award approved by the Court to Plaintiff in an
7 amount of Five Thousand Dollars and Zero Cents (\$5,000) as a representative of the PAGA Settlement
8 Members in exchange for a general release, and in recognition of her efforts and work in prosecuting the
9 Action on behalf of all PAGA Settlement Members.

10 11. "Plaintiff" refers to Marie Belardinelli individually and in her capacity as representative
11 of the State of California on behalf of all other allegedly aggrieved employees.

12 12. "Plaintiff's Counsel" collectively refers to Plaintiff's and the PAGA Settlement
13 Members' counsel BUCHSBAUM & HAAG, LLP.

14 13. "Parties" collectively refers to Plaintiff and Defendant.

15 14. "Released Claims" shall mean any and all known and unknown claims, rights, demands,
16 liabilities and causes of action that arose during the PAGA Period for civil penalties under the PAGA
17 that were pled or which could have been pleaded based on the factual allegations pled in the operative
18 Complaint in the Action and the LWDA Notice, including but not limited to the following claims: (1)
19 failure to pay all lawful wages owed; (2) failure to pay all minimum wages; (3) failure to provide all
20 lawful meal periods or compensation in lieu thereof; (4) failure to provide all lawful rest periods or
21 compensation in lieu thereof; (5) failure to pay all business expenses; (6) failure to timely pay all wages;
22 (7) failure to pay all wages at termination; (8) failure to pay overtime; (9) failure to provide accurate
23 wage statements; and (10) for all available penalties and relief afforded by the Private Attorney General
24 Act (Labor Code 2699 et seq.).

25 15. "Released Parties" shall mean Defendant, and all of its current and former owners,
26 officers, directors, managers, managing agents, members, employees, agents, representatives,
27 subsidiaries, parents, affiliates, predecessors, successors, joint venturers, co-owners, co-employers, joint
28 employers, alleged alter-egos, payroll providers, attorneys, insurers, and reinsurers (collectively the

Released Parties).

16. "Settlement Administrator" refers to a qualified, third-party settlement administrator agreed to by the Parties to administer the terms of the Settlement. The Parties agree to utilize Simpluris to administer the Settlement, at a cost estimated not to exceed Four Thousand Dollars and Zero Cents (\$4,000.00).

II. RECITALS

17. On March 3, 2022, Plaintiff's Counsel sent a letter to the LWDA on behalf of Plaintiff, in compliance with California Labor Code section 2699.3. Plaintiff seeks to represent herself and all PAGA Settlement Members. More than 65 days passed after the letter was sent to the LWDA, and the LWDA has not indicated that it intends to investigate the alleged violations referenced in the letter.

18. On February 21, 2023, Plaintiff filed a Complaint in Los Angeles County Superior Court, Case No. 23NWCV00544, alleging various claims and one cause of action, including civil penalties and relief afforded by the Private Attorney General Act (Labor Code 2699 et seq.).

19. Counsel for all Parties have thoroughly investigated the facts relating to the claims alleged in the operative complaint and have made a thorough study of the legal principles applicable to the claims asserted against Defendant. Based on their investigation and evaluation of this case, Plaintiff's Counsel has concluded that the settlement is fair, reasonable, and adequate in light of all known facts and circumstances, including the defenses asserted by Defendant, potential adverse findings regarding liability, manageability, and/or penalties as to each party, and potential judicial reduction and appellate issues.

20. Defendant denied, and continue to deny, each and every claim and contention alleged in the Action, and has always maintained that it never engaged in any unlawful acts regarding any of the matters alleged in the Action and that the action cannot be maintained in a representative capacity and/or in its current scope.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions set forth, the Parties agree as follows:

III. NON-ADMISSION OF LIABILITY

21. Based on the factual and legal issues involved, the expense and time necessary to

1 prosecute the Action through trial, the risks, uncertainty and costs of further prosecution, the difficulty of
2 proof necessary to establish a class for purposes of liability, and the relative benefits to the PAGA
3 Settlement Members of an expeditious resolution to the Action, the Parties have concluded that the terms
4 set forth in this Settlement are fair, reasonable, adequate and in the best interests of the PAGA Settlement
5 Members.

6 22. By entering into this Settlement, Defendant denies any liability for any of the claims in
7 the Action, as well as any other potential or unknown claims based on alleged wage and hour violations
8 under state or federal law. Neither this Settlement, nor any document referred to or contemplated herein,
9 nor any action taken to carry out this Settlement, is, may be construed as, or may be used as, an
10 admission, concession, or indication by or against Defendant of any unlawful conduct, fault, wrongdoing
11 or liability whatsoever. Defendant specifically denies that it has engaged in any unlawful or wrongful
12 conduct against Plaintiff or the PAGA Settlement Members.

13 **IV. TERMS OF THE PAGA SETTLEMENT**

14 **A. The Total Settlement Payment**

15 23. Defendant shall pay a settlement payment in a total, all-in, gross amount of Seventy
16 Thousand Dollars and Zero Cents (\$70,000.00) (the "Total Settlement Payment"). The Total Settlement
17 Payment shall include all settlement administrative fees and costs, Plaintiff's Counsel Payment,
18 Plaintiff's Enhancement, and Settlement Administrative Costs. Defendant represent that there are
19 approximately 7,618 pay periods worked by the PAGA Settlement Members through January 5, 2023.

20 **B. Plaintiff's Counsel Payment of Attorneys' Fees and Costs**

21 24. Plaintiff's Counsel will apply to the Court for an award of attorneys' fees not to exceed
22 thirty-three and one-third percent (33 1/3%), Twenty-Three Thousand Three-Hundred and Thirty-Three
23 Dollars and Zero Cents (\$23,333.00), of the Total Settlement Payment, and Plaintiff's Counsel will also
24 seek reimbursement of reasonable litigation costs (attorneys' fees and reasonable litigation costs,
25 together, are referred to as "Plaintiff's Counsel Payment"). Attorneys' costs shall not exceed Three
26 Thousand Dollars and Zero Cents (\$3,000.00).

27 25. Defendant will not oppose or object to Plaintiff's Counsel's application for attorneys'
28 fees, not to exceed thirty-three and one-third percent (33 1/3%), Twenty-Three Thousand Three-Hundred

1 and Thirty-Three Dollars and Zero Cents (\$23,333.00), of the Total Settlement Payment plus all
2 documented and reasonable litigation costs and expenses not exceed Three Thousand Dollars and Zero
3 Cents (\$3,000.00).

4 26. Plaintiff's Counsel Payment shall be paid out of and from the Total Settlement Payment.
5 All of the above is subject to court approval. Any reductions by the Court or any unused amount shall
6 revert to the PAGA Fund.

7 **C. Settlement Administration Fees and Costs**

8 27. Settlement administration shall be performed by a qualified, third-party settlement
9 administrator agreed to by the Parties and approved by the Court ("Settlement Administrator"). The
10 Parties agree the Settlement Administrative Costs shall be paid out of and from the Total Settlement
11 Payment. This includes, but is not limited to, all fees and costs for postage, envelopes, and computer
12 searches to locate addresses; and expenses of the Settlement Administrator to implement and complete
13 the settlement process according to the terms of this Settlement, to calculate payments to individual
14 PAGA Settlement Members, any cost associated with the escheatment process for any uncashed or
15 undeliverable settlement checks, to prepare any necessary tax documents for PAGA Settlement
16 Members, and any other related fees and costs (the "Settlement Administrative Costs").

17 28. The settlement administration fees and costs shall not exceed Four Thousand Dollars and
18 Zero Cents (\$4,000.00) and shall be paid from the Total Settlement Payment. All of the above is subject
19 to court approval. Any reductions by the Court or any unused amount shall revert to the PAGA Fund.

20 **D. PAGA Fund**

21 29. After deducting the Plaintiff's Counsel Payment, Plaintiff's Enhancement, and Settlement
22 Administration Costs, the remainder of the Total Settlement Payment shall be allocated toward payment
23 to the Labor & Workforce Development Agency and PAGA Settlement Members (the "PAGA Fund").

24 30. Seventy-five percent (75%) of the PAGA Fund in the amount of Twenty Six Thousand
25 Dollars and Twenty-Five Cents (\$26,000.25) will be sent to the LWDA and twenty-five percent (25%)
26 of the PAGA Fund in the amount of Eight Thousand Six Hundred Sixty-Six Dollars and Seventy-Five
27 Cents (\$8,666.75) will be allocated among the PAGA Settlement Members, based on his or her
28 proportionate share of the pay periods worked during the PAGA Period.

V. COMPUTATION AND DISTRIBUTION OF TOTAL SETTLEMENT FUND

A. Deposit of Total Settlement Payment

31. The Settlement Administrator shall establish a Qualified Settlement Fund pursuant to Section 468B(g) of the Internal Revenue Code for purposes of administering the Settlement. The Settlement Administrator shall furnish the Qualified Settlement Fund with its own Employer ID Number and calculate all settlement checks and withholdings required under law based on information that will be confidentially furnished by Defendant. There are no payroll deductions to be calculated under this Settlement, since no part of the Settlement will be classified as wages.

32. Funding of the Total Settlement Payment shall occur by Defendant in one installment within fifteen (15) calendar days after the Effective Date.

33. The portion of the PAGA Fund that is paid to each PAGA Settlement Member shall be determined based on the following formula:

- (a) The payment to PAGA Settlement Members will be based on the number of pay periods worked by each PAGA Settlement Member during the PAGA Period. Partial pay periods will be counted as full pay periods.
- (b) The amount to be paid per pay period worked by a PAGA Settlement Member will be calculated by dividing the value of the portion of the PAGA Fund that will be paid to PAGA Settlement Members by the total number of pay periods worked by all PAGA Settlement Members during the PAGA Period.
- (c) Defendant's records shall be determinative for purposes of calculating the number of pay periods worked and any payments to PAGA Settlement Members.

B. Distribution of PAGA Fund

34. Defendant shall provide the Settlement Administrator, on a confidential and privileged basis, with a list of the names and addresses of the PAGA Settlement Members, to be furnished within fifteen (15) days after the Court issues an Order approving the Settlement. The contact information is being provided confidentially to the Settlement Administrator only, and the Settlement Administrator shall treat the information as private and confidential and take all necessary precautions to maintain the confidentiality of contact information of the PAGA Settlement Members. This information is to be used

only to carry out the Settlement Administrator's duties as specified in this Settlement.

35. Within fourteen (14) days after the Total Settlement Payment is fully funded, the Settlement Administrator shall pay to the LWDA an amount equivalent to seventy-five percent (75%) of the PAGA Fund, or as otherwise directed by the Court.

36. Within fourteen (14) days after the Total Settlement Payment is fully funded, the Settlement Administrator shall distribute to PAGA Settlement Members their individual portion of the PAGA Fund (the "Individual Payment"), or as otherwise directed by the Court.

37. Within fourteen (14) days after the Total Settlement Payment is fully funded, the Settlement Administrator shall distribute to the Plaintiff's Counsel their court-approved Plaintiff's Counsel Payment and approved litigation costs, either via check.

38. Within fourteen (14) days after the Total Settlement Payment is fully funded, the Settlement Administrator shall distribute to the Plaintiff's Counsel the court-approved Plaintiff's Enhancement payment in the amount of Five Thousand Dollars and Zero Cents (\$5,000.00).

39. The Settlement Administrator will send the Individual Payment to the PAGA Settlement Members by postmarked First Class U.S. Mail.

40. To provide the best notice and delivery of Individual Payments practicable, any Individual Payment returned to the Settlement Administrator as non-delivered shall be sent by postmarked First Class U.S. Mail to the forwarding address affixed thereto, if any. If no forwarding address is provided for an Individual Payment that is returned as non-deliverable, the Settlement Administrator shall use the best available technology accessible (e.g. skip tracing, address verification, etc.) to the Settlement Administrator or other mutually agreeable method to locate PAGA Settlement Members and will then mail the Individual Payment to the address identified by the best available technology accessible to the Settlement Administrator or other mutually agreeable method. If no current address is located, the Individual Payment for that individual will be deemed undeliverable. If any PAGA Settlement Members cannot be located within two attempts at mailings by the Settlement Administrator, the Individual Payment for that individual will be deemed undeliverable.

41. The Settlement Administrator shall maintain a list of the postmark date for the original mailing of the Individual Payment to the PAGA Settlement Members, the postmark date of any

subsequent mailing to any PAGA Settlement Members, and a list of PAGA Settlement Members who did not receive the Individual Payment due to the inability to locate a valid address using the procedures described herein or who otherwise could not be located within two attempts at mailing.

42. All settlement checks will remain valid and negotiable for 180 days from the date of their mailing by the Settlement Administrator. After 180 days from the date of their mailing by the Settlement Administrator, any uncashed checks will be void and escheat to the California State Controller's Office in the name of the Class Member who did not cash his or her check.

43. No later than January 31 of the year following payment of their individual portion of the PAGA Fund, the Settlement Administrator will prepare and issue IRS Form 1099 to PAGA Settlement Members who received a payment.

C. Settlement Administration Payment

44. Within fourteen (14) days after the Total Settlement Payment is fully funded, the Settlement Administrator shall deduct an amount equivalent to the Settlement Administrative Costs.

VI. CLAIMS RELEASED BY PAGA SETTLEMENT MEMBERS

A. Claims Released by the LWDA and All PAGA Settlement Members

45. Upon the date of entry of an order by the Court in this Action approving this Settlement, the LWDA and PAGA Settlement Members, including Plaintiff, fully release and forever discharge the Released Parties from any and all Released Claims. As a result of this release, the PAGA Settlement Members will be unable to bring a claim under, or recover in any other claim brought under, the California Private Attorneys General Act, California Labor Code § 2698 *et seq.*, for any violations of the Released Claims that took place during the PAGA Period.

B. General Release of Any and All Claims of Any Kind by Plaintiff Only

46. Upon the funding of the Total Settlement Payment, Plaintiff releases the Released Claims against the Released Parties, and makes the additional following General Release in favor of the Released Parties:

(a) Plaintiff individually hereby unconditionally waives and forever releases, discharges, any and all demands, damages, debts, liabilities, contracts, obligations, actions, causes of action and claims of every kind, nature, and description whatsoever, whether now known or unknown, suspected or

1 unsuspected, including in equity or otherwise, which she ever had or now has against the Released
2 Parties arising or accruing at any time prior to the Effective Date, including without limitation without
3 limitation any matter, cause or claim arising out of or related to facts or events occurring prior to the
4 execution of this Settlement Agreement, and/or related to Plaintiff's employment with Defendant and
5 her separation therefrom. At a minimum, the claims released by Plaintiff include but are not limited to
6 the following claims: (a) any claims that were or could have been brought under California Labor Code
7 sections 132a, 201, 202, 203, 204, 216, 218, 218.5, 218.6, 225.5, 226, 226.3, 226.7, 432.5, 510, 512,
8 558, 1050, 1054, 1194, 1194.2, 1197, 1198, 2698 et seq., 2800, et seq., the applicable Industrial Welfare
9 Commission Wage Orders, the FLSA, and all related or corresponding federal laws, and all
10 implementing regulations and interpreting guidance; (b) any claims that were or could have been
11 brought under California Corporations Code, and California Business and Professions Code, including
12 but not limited to California Business and Professions Code section 17200 et seq. as unlawful,
13 fraudulent or misleading based on the claims, facts and allegations alleged in the Action (including, but
14 not limited to, claims of conduct unlawful under state or federal law); (c) any other causes of action,
15 including those seeking premiums, penalties, interest, punitive damages, costs, attorneys' fees,
16 injunctive relief, declaratory relief, or accounting, whether such causes of action are in tort, contract,
17 equity, statute, or common law; (d) any claims under the Fair Employment and Housing Act, Americans
18 with Disabilities Act, Age Discrimination in Employment Act, and Title VII of the Civil Rights Act of
19 1964, and (e) any other claims the Class Representative could have made related to her employment
20 with Defendant. Plaintiff may hereafter discover facts in addition to or different from those which she
21 now knows or believes to be true, but stipulates and agrees that, upon the funding of the Total
22 Settlement Payment, she fully, finally, and forever settles and releases any and all claims, known or
23 unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden,
24 which now exist, or heretofore have existed, upon any theory of law or equity and without regard to the
25 subsequent discovery or existence of such different or additional facts. Plaintiff is deemed, by operation
26 of the Order granting approval, to have agreed not to sue or otherwise make a claim against any of the
27 Released Parties for any claim.

28 (b) Plaintiff acknowledges that she has had the opportunity to review, and has reviewed,

1 California Civil Code section 1542, which provides:

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

8 Being fully informed of this provision of the Civil Code and understanding its provisions,
9 Plaintiff agrees to waive any rights under that section, and acknowledges that this Settlement Agreement
10 and the release contained herein extends to all claims that she has or might have against the Released
11 Parties, including those which are presently unknown to her or that she does not know or suspect to exist,
12 which, if known by Plaintiff, might have affected his settlement with, and release of, the Released Parties
13 or might have affected her decision.

14 **C. Tax Treatment and Tax Indemnification**

15 47. PAGA Settlement Members will assume any tax obligations or consequences which may
16 arise from their receipt of their portion of the PAGA Fund under this Settlement. PAGA Settlement
17 Members release any and all claims that they have or may have against Defendant for any and all claims,
18 demands, deficiencies, levies, assessments, executions, judgments, penalties, taxes, indemnification, and
19 any other recoveries related to any payments made to them or on their behalf under this Settlement or
20 any compensation provided at any time by Defendant or any of the Released Parties. If any state or
21 federal taxing authority contacts, investigates, or pursues any action against any PAGA Settlement
22 Members for their individual share of taxes related to any payments made under this Settlement or any
23 compensation provided at any time by Defendant or any of the Released Parties, each PAGA Settlement
24 Member shall be responsible for their own defense of and payment for any claim of unpaid taxes,
25 interest, or penalties brought by any state or federal taxing authority for the PAGA Settlement Member's
26 share of any state or federal tax obligation. If a PAGA Settlement Member has questions about any
27 liability to any state or federal taxing authority, they shall contact the Settlement Administrator. The
28 PAGA Settlement Members shall not contact Defendant, any of the Released Parties, Defense Counsel
or Plaintiff's Counsel.

1 **VII. MISCELLANEOUS PROVISIONS**

2 **A. Voiding the Settlement**

3 48. A failure of the Court to approve any material condition of this Settlement shall render
4 the entire Settlement voidable and unenforceable as to Plaintiff and Defendant, at the option of Plaintiff
5 or Defendant. Each party may exercise its option to void this Settlement as provided above by giving
6 notice, in writing, to the other, and to the Court within fifteen (15) calendar days after the Order denying
7 approval of the Settlement has been received by the party seeking to void the Settlement.

8 **B. Mutual Full Cooperation**

9 49. Plaintiff and Defendant, Plaintiff's Counsel, and Defense Counsel agree to fully
10 cooperate with each other to accomplish the terms of this Settlement, including, but not limited to,
11 execution of such documents and to take such other action as may reasonably be necessary to implement
12 the terms herein. The Parties agree to use their best efforts and any other efforts that may become
13 necessary by Order of the Court or otherwise, to effectuate this Settlement.

14 **C. Parties' Authority**

15 50. The signatories hereto represent that they are fully authorized to enter into this
16 Settlement.

17 **D. Binding Nature of the Settlement**

18 51. This Settlement shall be binding upon, and inure to the benefit of, the successors or
19 assigns of the Released Parties. Plaintiff represents, covenants, and warrants that she has not directly or
20 indirectly, assigned, transferred, encumbered, any claim, demand, action, cause of action or rights
21 released in the Released Claims in this Settlement. This Settlement also shall be binding upon Plaintiff
22 and the PAGA Settlement Members. This Settlement Agreement shall not be used, referred to, or
23 introduced for any purpose, other than by the Parties, in an action by them to enforce the Settlement
24 Agreement's terms, including but not limited to as a bar or affirmative defense, in whole or in part, to
25 other or future claims, suits, demands, complaint, actions, or charges.

26 52. This Settlement may be amended or modified only by a written instrument. No rights
27 under this Settlement may be waived except in writing.

28 53. This Settlement constitutes the entire agreement between Plaintiff and Defendant relating

1 to the terms contained herein. All prior or contemporaneous agreements, understandings and statements,
2 whether oral or written, whether express or implied, and whether by a party or its counsel, concerning
3 this Settlement are merged herein. No oral or written representations, warranties or inducements have
4 been made to any party concerning this Settlement or its exhibits other than the representations,
5 warranties and covenants contained and memorialized in such documents.

6 54. Paragraph titles or captions contained herein are inserted as a matter of convenience and
7 for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any of its
8 provisions. Each term of this Settlement is intended to be contractual and not merely a recital.

9 **E. Joint Drafting of Settlement Documents**

10 55. Plaintiff's Counsel and Defense Counsel have arrived at this Settlement as a result of an
11 arm's-length negotiation, taking into account all relevant factors, present and potential.

12 56. This Settlement has been drafted jointly by Plaintiff's Counsel and Defense Counsel and,
13 therefore, in any construction or interpretation of this Settlement, the same shall not be construed against
14 any of the Parties.

15 **F. Execution of the Settlement**

16 57. This Settlement may be executed in one or more counterparts and by facsimile. All
17 executed copies of this Settlement and photocopies thereof shall have the same force and effect and shall
18 be as legally binding and enforceable as the original.

19 **G. No Press Release or Publicity Regarding the Terms of Settlement**

20 58. Plaintiff and Plaintiff's Counsel, as well as Defendant and Defense Counsel, agree that
21 they will not issue any media or press release, initiate any contact with the media or the press, respond to
22 any media or press inquiry or have any communications with the media or the press about the fact,
23 amount or terms of this Settlement. Further, Plaintiff and Plaintiff's Counsel shall not advertise or
24 publicize or refer to the fact or amount of the Settlement, on their website(s), social media, any other
25 marketing materials, or legal publication. Plaintiff and Plaintiff's Counsel will not state on their
26 website(s), social media, any other marketing materials, or legal publications, that Defendant engaged in
27 any act contrary to California law, or denied any payment(s) owed to any individuals, whether classified
28 as employees or otherwise, or otherwise disparage Defendant, or otherwise identify Defendant by name.

Defendant shall be allowed to report the Settlement or results of this lawsuit if required to do so by public disclosure regulatory requirements or with respect to any financial or other disclosures which are legally necessary. Nothing in this paragraph shall limit Plaintiff's Counsel's ability to discuss the terms of the settlement with PAGA Settlement Members or to comply with any express Court orders.

H. Continuing Jurisdiction of the Court

59. Pursuant to California Code of Civil Procedure section 664.6, the Parties agree that the Court shall retain jurisdiction over the Parties, and over this Settlement, in order to: (i) monitor and enforce compliance of Settlement, and/or (ii) resolve any disputes over this Settlement or the administration of the benefits of this Settlement.

I. Representations by Plaintiff

60. Plaintiff acknowledges the following:

- (a) Plaintiff has carefully read and fully understand all of the provisions of this Settlement;
- (b) Plaintiff knowingly and voluntarily agrees to all of the terms set forth in this Settlement and has not been coerced, threatened, or intimidated into executing this Settlement;
- (c) Plaintiff was advised, and hereby is advised in writing, to consider the terms of this Settlement and consult with her attorney before signing this Settlement.
- (d) Other than the fees and costs awarded pursuant to the terms of this Settlement, Plaintiff acknowledges that all parties shall bear their own fees and costs through the conclusion of this action.

J. Representations by Defendant

61. Defendant acknowledges the following:

- (a) Released Parties have carefully read and fully understand all of the provisions of this Settlement;
- (b) Released Parties knowingly and voluntarily agree to all of the terms set forth in this Settlement and have not been coerced, threatened, or intimidated into executing this Settlement;

(c) Released Parties were advised, and hereby are advised in writing, to consider the terms of this Settlement and consult with their attorney before signing this Settlement.

(d) Other than the fees and costs awarded pursuant to the terms of this Settlement, Released Parties acknowledge that all parties shall bear their own fees and costs through the conclusion of this action.

Signatures on the Next Page

AGREED TO BY PLAINTIFF:

DATED: 2/23/2023

MARIE BELARDINELLI, individually and on behalf of other aggrieved employees

DocuSigned by:

Marie Belardinelli

72B0A3E40421445...

AGREED TO BY DEFENDANT:

DATED: _____

ALCOA TRAFFIC CONTROL, INC.

Title

AGREED TO BY PLAINTIFF'S COUNSEL:

BUCHSBAUM & HAAG, LLP

DATED: _____

Brent Buchsbaum

AGREED TO BY DEFENDANT'S COUNSEL:

**ATKINSON, ANDELSON, LOYA, RUUD
& ROMO, LLP**

DATED: _____

Michael J. O'Connor, Jr.
Sarkis A. Atoyan
Monica Y. Hernandez