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NORTHERN CALIFORNIA INJECTION MOLDING, LLC
(DBA SPRINGBOARD MANUFACTURING)

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

JOSE FERNANDEZ PRIETO,
individually and on behalf of all others
similarly situated,

Plaintiff,

vs.

NORTHERN CALIFORNIA INJECTION
MOLDING, LLC, dba SPRINGBOARD
MFG, a California limited liability
company, and DOES 1 to 10, inclusive

Defendant.

Case No. 34-2022-00319965

**STIPULATION OF CLASS AND PAGA
REPRESENTATIVE ACTION SETTLEMENT
AND RELEASE**

I. INTRODUCTION

1. This Stipulation of Class and PAGA Representative Action Settlement and Release (hereinafter “Settlement Agreement”) is made and entered into by and between the following Parties: Plaintiff Jose Fernandez Prieto (“Plaintiff” or “Prieto”) and Defendant Kruger Plastic Products, LLC dba Springboard Manufacturing and formerly known as Northern California Injection Molding, LLC (“Defendant” or “NCIM”). This Settlement Agreement sets forth the Parties’ agreement to resolve all of the claims that are or could have been asserted in: (1) the action entitled *Prieto v. Northern California Injection Molding, LLC dba Springboard Manufacturing.*, Case No. 2:22-CV-00665-DAD-JDP (pending in the United States District Court for the Eastern District of California) (the “Federal Court Action”), (2) the action entitled *Prieto v. Northern California Injection Molding, LLC dba Springboard Manufacturing.*, Case No. 34-2022-00319965, pending in the Sacramento County Superior Court (the “State Court Action”) (collectively the “Actions”), and/or (3) Plaintiff’s letter(s) to the California Labor & Workforce Development Agency (the “LWDA”).

2. This Settlement Agreement is subject to the terms and conditions set forth below and to the approval of the Court in the State Court Action. As detailed below, the Federal Court Action shall be stayed pending the Final Approval of the Settlement in the State Court Action. Plaintiff’s motion for Preliminary Approval will attach a draft First Amended Complaint that will be deemed filed on the date the Court in the State Court Action grants Preliminary Approval of this Settlement Agreement. The Parties will file a stipulation of dismissal with prejudice of the Federal Court Action after the occurrence of the Effective Date. As detailed below, if the Court in the State Court Action does not enter an order and judgment granting Final Approval of Settlement, or if the judgment does not become final for any reason, this Settlement Agreement shall be deemed null and void and shall be of no force or effect whatsoever.

II. DEFINITIONS

3. The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement also shall be applicable.

4. “Actions” means *Prieto v. Northern California Injection Molding, LLC dba*

1 *Springboard Manufacturing.*, Case No. 2:22-CV-00665-DAD-JDP (pending in the United States
2 District Court for the Eastern District of California) (the “Federal Court Action”), and *Prieto v.*
3 *Northern California Injection Molding, LLC dba Springboard Manufacturing.*, Case No. 34-2022-
4 00319965 (pending in the Sacramento County Superior Court) (the “State Court Action”).

5 5. “Class Counsel” means BRADLEY/GROMBACHER, LLP.

6 6. “Class Counsel Award” means the total amount to be paid to Class Counsel,
7 including Class Counsel Fees and Class Counsel Expenses.

8 7. “Class Counsel Expenses” means the amount of reasonable litigation expenses
9 Class Counsel actually incurred in connection with the Actions, not to exceed Fifteen Thousand
10 Dollars (\$15,000.00), including their pre-filing investigation, their filing of the Actions and all
11 related litigation activities, this Settlement, and all post-Settlement compliance procedures.

12 8. “Class Counsel Fees” means an amount not to exceed One Hundred Twenty-Two
13 Thousand, Five Hundred Dollars (\$122,500.00) (35% of the Gross Settlement Amount) to
14 compensate Class Counsel for their attorneys’ fees in connection with the Actions, including their
15 pre-filing investigation, their filing of the Actions and all related litigation activities, this
16 Settlement, and all post-Settlement compliance procedures.

17 9. “Class Information” means information regarding Class Members and PAGA Group
18 Members that Defendant will in good faith compile from its electronic human resources records
19 and provide to the Settlement Administrator in a secure manner on a confidential basis. The Class
20 Information shall include each Class Members’ and PAGA Group Members’ full name; last
21 known mailing address to the extent available in Defendant’s electronic human resources records;
22 Social Security Number; and Class Members’ and PAGA Group Members’ number of Qualifying
23 Pay Periods.

24 10. “Class” or “Class Members” means all current and former non-exempt hourly
25 employees employed by Defendant in its Northern California Injection Molding facility in Rancho
26 Cordova, California during the Class Period.

27 11. “Class Period” means the period from March 3, 2018, through April 10, 2023.

28 12. “Class Representative Enhancement” means the amount to be paid to Plaintiff in

1 recognition of his efforts and work in prosecuting the Actions on behalf of Class Members and
2 PAGA Group Members pursuant to Paragraph 49.

3 13. "Court" means the Superior Court of the State of California, for the County of
4 Sacramento.

5 14. "Defendant" means Kruger Plastic Products, LLC dba Springboard Manufacturing
6 and formerly known as Northern California Injection Molding, LLC.

7 15. "Defendant's Counsel" means WINSTON & STRAWN LLP.

8 16. "Effective Date" means the date on which an order approving the settlement and its
9 entry of judgment become Final.

10 17. "Final" means the latest of: (i) if there is an appeal of the Court's judgment, the date
11 the order and judgment approving the Settlement are affirmed on appeal, the date of dismissal of
12 such appeal, or the expiration of the time to file a petition for writ of certiorari; (ii) if a petition for
13 writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the
14 order and judgment approving the settlement are affirmed pursuant to such petition; or (iii) if no
15 appeal is filed, the expiration date of the time for filing or noticing any appeal of the order
16 approving the settlement and/or entry of judgment.

17 18. "Final Approval" means the Court order in the State Court Action granting final
18 approval of the Settlement Agreement.

19 19. "Fund Date" means 30 days after the Effective Date.

20 20. "Gross Settlement Amount" means the maximum amount of Three Hundred Fifty
21 Thousand Dollars (\$350,000.00) to be paid by Defendant under this Settlement Agreement, if all
22 conditions herein are met, to settle the Actions, inclusive of the total settlement value for all
23 damages, restitution, penalties, taxes and interest, all payments to Participating Class Members and
24 PAGA Group Members, the Class Counsel Award, Settlement Administration Costs to the
25 Settlement Administrator, PAGA Payment, and the Class Representative Enhancement to Plaintiff,
26 except that Defendant shall pay the employer's share of the payroll taxes separately from and in
27 addition to the Gross Settlement Amount.

28 21. "Individual PAGA Payment" means each PAGA Group Members' share of 25% of

the PAGA Payment calculated in accordance with the calculations described in Paragraph 57.

22. “Individual Class Payment” means each Participating Class Member’s share of the Net Settlement Amount calculated in accordance with the calculations described in Paragraph 57.

23. “Net Settlement Amount” means the portion of the Gross Settlement Amount remaining after deduction of the: (1) Class Representative Enhancement to Plaintiff, (2) Settlement Administration Costs to the Settlement Administrator, (3) Class Counsel Award, and (4) PAGA Payment. The Net Settlement Amount will be distributed to Participating Class Members.

24. “Notice of Settlement” or “Notices of Settlement” means the notice (substantially in the form attached hereto as Exhibit A) that the Court orders to be sent to all Class Members and PAGA Group Members advising them of their rights under this Settlement Agreement.

25. “PAGA Payment” means an amount of up to \$10,000.00, the amount attributable to Plaintiff’s claims pursuant to the California Private Attorneys General Act of 2004, Cal. Labor Code § 2698 *et seq.* (“PAGA”).

26. “PAGA Period” means the period from March 3, 2021, through April 10, 2023.

27. “PAGA Group Members” means all current and former non-exempt hourly employees employed by Defendant in its Northern California Injection Molding facility in Rancho Cordova, California at any time during the PAGA Period.

28. “Participating Class Members” means all Class Members who do not validly request to be excluded from the class action portion of the Settlement (*i.e.*, opt-out), consistent with the terms set forth in this Settlement Agreement.

29. “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean either Plaintiff or Defendant, individually.

30. “Plaintiff” means the named Plaintiff in the Actions, Jose Fernandez Prieto.

31. “Preliminary Approval” means the Court order in the State Court Action granting preliminary approval of the Settlement Agreement without material change to the Settlement Agreement.

32. “Qualified Settlement Account” means the account established by the Settlement Administrator, into which the Gross Settlement Amount shall be deposited.

33. “Qualifying Pay Periods” means the number of pay periods in which a Class Member or PAGA Group Member was employed by Defendant as a Class Member and/or PAGA Group Member during the Class Period and/or PAGA Period, as applicable, excluding pay periods when the Class Member and/or PAGA Member did not work or was on leave for the entire pay period.

34. “Response Deadline” means the date forty-five (45) calendar days after the Settlement Administrator mails the Notice of Settlement and the last date on which Class Members may: (a) request to be excluded from the class action portion of this Settlement, or (b) object to the Settlement. If the 45th day falls on a Sunday or federal holiday, the Response Deadline will be extended to the next day on which the U.S. Postal Service is open.

35. “Settlement” means the Parties’ agreement to compromise the Actions, the material terms of which are set forth in this Settlement Agreement.

36. “Settlement Administrator” means ILYM.

37. “Settlement Administration Costs” means the expense payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement.

38. “Settlement Agreement” means this Stipulation of Class and PAGA Representative Action Settlement and Release.

III. RECITALS

39. Procedural History. The Federal Court Action is a class action filed on March 3, 2022 in Sacramento Superior Court. On April 14, 2022, Defendant removed the Federal Court Action to the United States District Court for the Eastern District of California, where it is currently pending. The State Court Action was filed on May 13, 2022 in the Sacramento County Superior Court, and alleges a single cause of action for violation of the PAGA.

40. Mediation. On January 9, 2023, the Parties participated in a private mediation with Louis Marlin, an experienced and neutral mediator, and reached an agreement to resolve the Actions.

1 **IV. TERMS OF AGREEMENT**

2 Plaintiff, individually and on behalf of Class Members and PAGA Group Members, and
3 Defendant agree as follows:

4 41. Terms of Settlement Agreement Subject to Court Approval. All terms set forth in
5 this Settlement Agreement are subject to Court approval in the State Court Action. The Parties
6 stipulate to class certification only for purposes of the Settlement. Plaintiff shall apply to the Court
7 for approval of the Settlement Agreement and for class certification solely for purposes of
8 effectuating this Settlement. If, for any reason, the Settlement is not approved, the stipulation to
9 certification will be void. The Parties further agree that certification for purposes of the Settlement
10 is not an admission that class certification is proper under the standard applied to contested
11 certification motions and that this Settlement will not be admissible in this, or any other, legal
12 process as evidence that (i) a class should be certified, (ii) representative treatment is appropriate,
13 or (iii) Defendant is liable to Plaintiff or any of the Class Members or PAGA Group Members.

14 42. Motion for Preliminary Approval. Plaintiff shall move the Court in the State Court
15 Action for Preliminary Approval of the Settlement and obtain entry of an order accomplishing the
16 following: (a) preliminarily approving the Settlement; (b) approving as to form and content the
17 proposed Notice of Settlement; (c) directing the mailing of the Notice of Settlement;
18 (d) preliminarily appointing Plaintiff and Class Counsel as representatives of the Class Members;
19 (e) preliminarily approving the application for Class Counsel Fees and Class Counsel Expenses
20 payable to Class Counsel; (f) preliminarily approving the Class Representative Enhancement to
21 Plaintiff; (g) preliminarily approving the PAGA Payment; (h) preliminarily approving settlement
22 administration services to be provided by the Settlement Administrator, and its estimated fees and
23 costs of Eight Thousand Five-Hundred Ninety (\$8,590.00); (i) confirming that Plaintiff's First
24 Amended Complaint (a draft of which Plaintiff will attach as an exhibit to the motion for
25 Preliminary Approval as further detailed in Paragraph 62 below) will be deemed filed on the date
26 the Court grants Preliminary Approval; and (j) scheduling the Final Approval hearing, which is a
27 fairness hearing on the question of whether the proposed Settlement Agreement should be finally
28 approved as fair, reasonable, and adequate as to the Class Members. Plaintiff shall submit this

1 Settlement Agreement in support of Plaintiff's motion for Preliminary Approval of the Settlement.
2 Class Counsel shall draft the motion for Preliminary Approval, and Plaintiff shall not file the
3 motion for Preliminary Approval or any other documents until Defendant has been given at least
4 three (3) business days in which to provide its comments. Defendant will not oppose Preliminary
5 Approval of the Settlement so long as it is consistent with the terms set forth in this Settlement
6 Agreement.

7 43. Submission of the Settlement Agreement to the LWDA. On or before the date that
8 Plaintiff files the motion for Preliminary Approval, Plaintiff shall also submit to the LWDA a copy
9 of this Settlement Agreement pursuant to California Labor Code § 2699.

10 44. Retention of Settlement Administrator. No later than seven (7) calendar days after
11 Preliminary Approval, the Parties shall retain the Settlement Administrator. The Settlement
12 Administrator shall be responsible for administration of this Settlement.

13 45. Motion for Final Approval. A Final Approval hearing shall be conducted after the
14 Response Deadline. Class Counsel will file a motion for Final Approval of the Settlement and
15 supporting documents with the Court at least sixteen (16) court days before the Final Approval
16 hearing. Supporting documents include: (a) a declaration by the Settlement Administrator of due
17 diligence and proof of mailing of the Notice of Settlement required to be mailed to Class Members
18 by this Settlement Agreement, and of the delivery results of the Settlement Administrator's
19 mailings including tracing and re-mailing efforts; (b) a proposed order granting Final Approval;
20 and (c) a proposed final judgment. The Parties will meet and confer and agree upon the proposed
21 order granting Final Approval and the proposed final judgment, which shall generally include the
22 following findings and orders: (a) approving the Settlement, adjudging the terms thereof to be fair,
23 reasonable and adequate, and directing that its terms and provisions be carried out; (b) approving
24 the payment of the Class Representative Enhancement award to Plaintiff; (c) approving Class
25 Counsel's application for Class Counsel Fees and Class Counsel Expenses; (d) approving the
26 PAGA Payment; and (e) providing that the Court in the State Court Action will retain jurisdiction
27 to oversee administration and enforcement of the terms of the Settlement, and the Court's orders,
28 and such post-judgment matters as may be appropriate under Court rules or as set forth in this

1 Settlement Agreement. Class Counsel will be responsible for drafting the Final Approval motion
2 and all supporting documents and will send Defendant's Counsel the motion for Final Approval
3 and all supporting documents for review, comments, and changes before filing the motion.
4 Defendant shall have at least three (3) business days in which to provide its comments. Defendant
5 will not oppose Final Approval of the Settlement so long as it is consistent with the terms set forth
6 in this Settlement Agreement.

7 46. Settlement Administration. The Settlement Administrator shall be paid for the costs
8 of administration of the Settlement and distribution of all payments from the Gross Settlement
9 Amount. The estimate of the Settlement Administration Costs is Eight Thousand Five-Hundred
10 Ninety (\$8,590.00). These costs, which shall be paid from the Gross Settlement Amount, shall be
11 used to administer the Settlement, including, *inter alia*, preparing the required tax reporting on
12 Individual Class Payments and Individual PAGA Payments, issuing 1099 and W-2 IRS Forms,
13 distributing the Notice of Settlement, calculating Individual Class Payments, calculating Individual
14 PAGA Payments, processing exclusion requests, resolving disputes, distributing the Net
15 Settlement Amount as directed by the Court and as set forth herein, providing necessary reports
16 and declaration, and posting the Court's judgment on the Settlement Administrator's website.

17 a. No fewer than ten (10) calendar days before the Final Approval hearing, the
18 Settlement Administrator shall provide the Court and all counsel for the Parties with a statement
19 detailing the Settlement Administration Costs. The Parties agree to cooperate in the settlement
20 administration process and to make all reasonable efforts to control and minimize the costs and
21 expenses incurred in the administration of the Settlement. An IRS Form 1099 shall be issued to the
22 Settlement Administrator.

23 b. Any portion of the Settlement Administration Costs that are not used or
24 which are not awarded by the Court will not revert to Defendant, but instead will be part of the Net
25 Settlement Amount.

26 c. The Settlement Administrator shall provide Defendant's Counsel and Class
27 Counsel a weekly report which certifies: (a) the number of Class Members who have submitted a
28 valid or defective letter or communication objecting or requesting exclusion from, *i.e.*, to opt-out

1 of, the class action portion of the Settlement; (b) whether any Class Member and/or PAGA Group
2 Members have challenged the number of Qualifying Pay Periods in their Notice of Settlement; and
3 (c) the number of returned, undeliverable and/or re-mailed Notice of Settlements. Additionally, the
4 Settlement Administrator will provide to counsel for both Parties any updated, non-confidential
5 reports regarding the administration of the Settlement Agreement as needed or requested.

6 47. Funding of the Class Settlement Amount. The Settlement is non-reversionary.
7 Defendant shall transfer the Gross Settlement Amount to the Qualified Settlement Account
8 established by the Fund Date. Defendant estimates that there are approximately 27,706 pay periods
9 in the Class Period through November 20, 2022. If that number is incorrect by more than ten
10 percent (10%), then, at Defendant's sole discretion, either (a) the Gross Settlement Amount will be
11 increased proportionately (for example, if the number is eleven percent (11%) higher, the Gross
12 Settlement Amount will be increased by one percent (1%)), or (b) the release period for the Class
13 Release shall end as of January 9, 2023. In the event that the ten percent (10%) discrepancy
14 described herein occurs, Defendant shall advise the Settlement Administrator and Class Counsel of
15 its discretionary election under this Paragraph on or before the date that Defendant provides the
16 Class Information to the Settlement Administrator.

17 48. Allocation of the Settlement Amount. The funds in the Qualified Settlement
18 Account shall be used to pay: (1) Individual Class Payments; (2) PAGA Payment; (3) the award of
19 Class Counsel Fees and Class Counsel Expenses; (4) the Class Representative Enhancement
20 payment; (5) Settlement Administration Costs; and (6) all employee's withholdings and taxes
21 associated with the wage-portion of Individual Class Payments. The Qualified Settlement Account
22 will be controlled by the Settlement Administrator subject to the terms of this Settlement and the
23 Court's order(s). Interest, if any, earned on monies in the Qualified Settlement Account will be
24 added to the Gross Settlement Amount. The Settlement Administrator shall serve as Trustee of the
25 Qualified Settlement Account and shall act as a fiduciary with respect to the handling,
26 management, and distribution of the Gross Settlement Amount, including the handling of tax
27 related issues and payments.

28 49. Class Representative Enhancement. In exchange for a general release described in

Paragraph 65 and 66 and the specific release described in Paragraph 67, and in recognition of his efforts and work in prosecuting the Actions on behalf of Class Members, Defendant agrees not to oppose any application or motion for a Class Representative Enhancement payment to Plaintiff of up to Ten Thousand Dollars (\$10,000.00), subject to the Court finally approving this Settlement Agreement and subject to the exhaustion of any and all appeals. The Settlement Administrator shall issue an IRS Form 1099 for the Class Representative Enhancement payment. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on the payments made pursuant to this Paragraph and shall hold Defendant harmless from any claim or liability for taxes, penalties, or interest arising as a result of the payments. Any reduction in the amount of the Class Representative Enhancement by the Court will not revert to Defendant, but shall be returned to the Net Settlement Amount.

50. Payment of Class Counsel Award. Defendant agrees not to oppose any application or motion by Class Counsel for an award of Class Counsel Fees not to exceed One Hundred Twenty Two Thousand, Five Hundred Dollars (\$122,500.00), and Class Counsel Expenses not to exceed Fifteen Thousand Dollars (\$15,000.00). The Class Counsel Award shall be paid out of the Gross Settlement Amount. Any portion of the Class Counsel Award not awarded to Class Counsel will not revert to Defendant, but instead shall be returned to the Net Settlement Amount. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this Paragraph. IRS Form 1099 shall be provided to Class Counsel for the payments made pursuant to this Paragraph.

51. Notice Procedure. The Settlement Administrator shall be responsible for the following notice procedure.

a. Delivery of the Class Information. Within fourteen (14) calendar days after the Court enters Preliminary Approval, Defendant shall provide the Class Information to only the Settlement Administrator. The Class Information shall remain confidential and shall not be disclosed to anyone, except pursuant to express written authorization by Defendant.

b. Notice by First-Class U.S. Mail. Within fourteen (14) calendar days of receiving the Class Information, the Settlement Administrator shall send the Notice of Settlement

1 to all Class Members and PAGA Group Members via regular First Class U.S. Mail, using the most
2 current mailing addresses identified in the Class Information as updated using the National Change
3 of Address Database. The Notice of Settlement shall advise Class Members and PAGA Group
4 Members of their rights under the Settlement, their Qualifying Pay Periods during the Class Period
5 and/or PAGA Period (as applicable), and their estimated Individual Class Payment and/or the
6 amount of their Individual PAGA Payment.

7 c. Undeliverable Notices. Any Notices of Settlement returned to the Settlement
8 Administrator as non-delivered on or before the Response Deadline shall be sent to the forwarding
9 address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall
10 promptly attempt to determine a correct address using a skip-trace, or other search using the name,
11 address and/or Social Security number of the Class Member and/or PAGA Group Member
12 involved, and shall re-mail the Notice of Settlement. If, after performing a skip-trace search, the
13 Notice of Settlement is still returned to the Settlement Administrator as non-deliverable, the
14 Settlement Administrator will have no further obligation to undertake efforts to obtain an
15 alternative address. The Response Deadline for any Class Member who is re-mailed a Notice of
16 Settlement shall be extended fifteen (15) calendar days from the original forty-five (45) calendar
17 day deadline.

18 52. No PAGA Opt-Out. No PAGA Group Member may opt-out of or be excluded from
19 participating in the settlement of the PAGA Released Claims if the Court grants Final Approval. If
20 the Court grants Final Approval of the Settlement, the occurrence of the Effective Date shall
21 forever bar Plaintiff, the LWDA, and any other representative, proxy, or agent thereof, including
22 but not limited to any and all PAGA Group Members, from pursuing any action pursuant to the
23 PAGA against the Released Parties for the PAGA Released Claims.

24 53. Class Opt-Out Procedure. The Notice of Settlement shall provide Class Members
25 with instructions on how to exclude themselves, or “opt-out,” from the class action (i.e., non-
26 PAGA) portion of the Settlement.

27 a. Class Members who wish to opt-out of the class action portion of the
28 Settlement shall notify the Settlement Administrator in writing by U.S. Mail or email that they

1 want to exclude themselves, *i.e.*, opt-out, from the class action portion Settlement. The request to
2 opt-out sent to the Settlement Administrator must be postmarked no later than the Response
3 Deadline. Class Members shall be permitted to rescind their opt-out statements in writing by
4 submitting a rescission statement to the Settlement Administrator not later than one (1) business
5 day before the Court's Final Approval hearing, orally at the Final Approval hearing, or as
6 otherwise ordered by the Court.

7 b. The proposed order granting Preliminary Approval of the Settlement will
8 provide, and the Notice of Settlement will instruct Class Members, that, to be valid, a written
9 request to opt-out of the class action portion of the Settlement must include the Class Member's
10 name and signature and state the following (or words to a similar effect): I wish to opt-out of the
11 class action portion of the Settlement of the lawsuit *Prieto v. Northern California Injection*
12 *Molding, LLC dba Springboard Manufacturing*. I understand that by requesting exclusion, I will
13 not be eligible to receive any payment or other benefit for Class Members from the class action
14 portion of the Settlement.

15 c. A Class Member who does not properly and timely submit a request to opt-
16 out in the manner and by the deadline specified above will receive his or her Individual Class
17 Payment and will be bound by all terms and conditions of the Settlement Agreement, including its
18 release of the Released Class Claims, and shall be bound by the Final Approval order.

19 d. A Class Member who properly and timely submits a request to opt-out of the
20 class action portion of the Settlement will not be entitled to any Individual Class Payment and will
21 not release the Released Class Claims in Paragraph 65. If the Class Member is also a PAGA Group
22 Member, he or she will receive an Individual PAGA Payment, release the Released PAGA Claims,
23 and not have any right to object to or appeal the terms of the Settlement Agreement or final
24 judgment.

25 e. If any Class Members submit timely and valid requests to be excluded from
26 the class action portion of the Settlement, the Settlement Administrator shall reallocate their
27 Individual Class Payment to the Net Settlement Amount to be distributed to Participating Class
28 Members. The Settlement Administrator shall provide the final Individual Class Payment

1 calculations to Defendant.

2 54. Objections. For a Class Member to object to the class action portion of the
3 Settlement, a Class Member must mail or email to the Settlement Administrator by the Response
4 Deadline a notice of objection, signed by the Class Member, stating: (i) the Class Member's name;
5 (ii) current address; (iii) telephone number; and (iv) the basis of the objection. The postmark date
6 of the mailing or date sent on the email shall be deemed the exclusive means for determining that
7 the notice of objection is timely. Class Members shall be permitted to withdraw their written
8 objections in writing by submitting a withdrawal statement to the Settlement Administrator not
9 later than one (1) business day before the Court's Final Approval hearing, orally at the Final
10 Approval hearing, or as otherwise ordered by the Court. Class Members may also appear in person
11 at the Final Approval hearing to object. Class Members who do not object in writing by the
12 Response Deadline or in person at the Final Approval hearing shall be deemed to have waived any
13 objections and shall be foreclosed from making any objections, whether by appeal or otherwise, to
14 the Settlement.

15 55. Disputed Information on Notice of Settlement. If a Class Member and/or PAGA
16 Group Member disputes the number of Qualifying Pay Periods attributed to him or her in the
17 Notice of Settlement, he or she must submit such a dispute to the Settlement Administrator on or
18 before the Response Deadline. In the event of a dispute, the Class Member and/or PAGA Group
19 Member may produce evidence to the Settlement Administrator showing that the Qualifying Pay
20 Periods are inaccurate. Absent evidence rebutting Defendant's records, Defendant's records will
21 be presumed determinative. However, if a Class Member and/or PAGA Group Member produces
22 evidence to the contrary, the Parties will meet and confer if necessary to evaluate the evidence
23 submitted by the Class Member and/or PAGA Group Member and Defendant will make the final
24 decision as to the number of eligible Qualifying Pay Periods that should be applied.

25 56. The Settlement is Binding. Any Class Member who does not affirmatively opt-out
26 of the class action portion of the Settlement by the procedures described in Paragraph 53 shall be
27 bound by the terms of the Settlement Agreement and any judgment that may be entered by the
28 Court in the State Court Action after it grants Final Approval of the Settlement. After the Court

1 grants Final Approval of the Settlement, all PAGA Group Members will be bound by the terms of
2 this Settlement Agreement, irrespective of whether they opted out of the class action portion of the
3 Settlement.

4 57. Settlement Payment Calculations. The Settlement Administrator shall determine the
5 eligibility for and the amounts of Individual Class Payments that Participating Class Members and
6 Individual PAGA Payments that PAGA Group Members may receive under the terms of this
7 Settlement Agreement.

8 a. Seventy-five percent (75%) of the PAGA Payment shall be paid to the
9 LWDA and twenty five percent (25%) shall be distributed to the PAGA Group Members. The
10 Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the
11 PAGA Group Members' 25% share of PAGA Payment by the total number of Qualifying Pay
12 Periods during the PAGA Period and (b) multiplying the result by each PAGA Group Member's
13 Qualifying Pay Periods during the PAGA Period.

14 b. The Administrator will calculate each Individual Class Payment by (a)
15 dividing the Net Settlement Amount by the total number of Qualifying Pay Periods during the
16 Class Period, (b) multiplying the result by each Class Member's Qualifying Pay Periods during the
17 Class Period, and (c) subtracting employee-side withholdings and taxes associated with the wage
18 portion of the Individual Class Payment.

19 58. Tax Allocations. Each Individual Class Payment shall be allocated 1/3 as wages and
20 2/3 as penalties and interest. Class Members shall be issued an IRS Form W-2 for amounts paid
21 under this settlement deemed wages, and an IRS Form 1099 for the amounts allocated to penalties
22 and interest. Each Individual PAGA Payment shall be allocated 100 percent as penalties, and
23 PAGA Group Members shall be issued an IRS Form 1099.

24 59. Payment of Settlement Amounts. The Settlement Administrator shall have the
25 authority and obligation to make all payments, credits, and disbursements, calculated in
26 accordance with the methodology set out in this Settlement Agreement. No person shall have any
27 claim against Defendant, Defendant's Counsel, Plaintiff, Participating Class Members, Class
28 Counsel, or the Settlement Administrator based on distributions and payments made in accordance

1 with this Settlement Agreement.

2 60. Distribution Timing. Within thirty (30) calendar days of the Fund Date, the
3 Settlement Administrator shall issue payments to: (1) Participating Class Members; (2) PAGA
4 Group Members; (3) the LWDA; (4) Plaintiff; (5) Class Counsel; and (6) itself for Settlement
5 Administration Costs.

6 61. Non-Negotiated Settlement Checks. Any checks issued by the Settlement
7 Administrator to Participating Class Members and PAGA Group Members shall be negotiable for
8 one hundred and eighty (180) calendar days from the date of their issuance. The total amount of
9 funds returned as undeliverable and the funds which correspond with any settlement checks that
10 are not negotiated within one hundred and eighty (180) calendar days after issuance shall be
11 tendered, with interest, to the State Controller's Unclaimed Property Fund in the name of the Class
12 Member and/or PAGA Group Member, as applicable.

13 62. Amended Complaint. Plaintiff filed a First Amended Complaint on June 1, 2023.
14 The Parties agree that:

15 a. Defendant shall maintain any and all affirmative defenses but shall not be
16 required to file an Answer or other responsive pleading to the First Amended Complaint and that
17 such agreement precludes Plaintiff from any right to: (i) obtain a default judgment against
18 Defendant on the basis that Defendant did not respond to the First Amended Complaint; (ii) argue
19 that Defendant waived any right to a demurrer or other challenge to the pleadings; and (iii) argue
20 that Defendant waived any affirmative defense.

21 b. If the Court in the State Court Action does not grant Final Approval,
22 Plaintiff will withdraw the First Amended Complaint and it will be void *ab initio*.

23 63. Stay and Dismissal of the Federal Court Action. The Parties agree that the Federal
24 Court Action shall be stayed pending Final Approval of the Settlement in the State Court Action.
25 On or before the date the motion for Preliminary Approval is filed, the Parties shall submit a joint
26 stipulation in the Federal Court Action to obtain the stay. Within five (5) business days of the
27 Effective Date, the Parties shall file a stipulation for dismissal of the Federal Court Action with
28 prejudice.

64. Defendant's Right to Revoke. If, after the Response Deadline and before the Final Approval hearing, five percent (5%) or more of the Class Members opt-out, Defendant shall have the right, in its sole discretion, to void and revoke the Settlement Agreement and its stipulation to class certification. Defendant shall have ten (10) calendar days after the Response Deadline to notify Class Counsel in writing of its intent to revoke the Settlement Agreement. If Defendant revokes the Agreement, it will pay all administrative costs incurred up to the date of the revocation.

65. Class Release. As of the Effective Date, and except as to such rights or claims as may be created by this Settlement Agreement, each and every Participating Class Member, on behalf of themselves and their heirs and assigns, hereby releases Defendant, its present, former, or future parent and/or subsidiary corporations, and each of the foregoing's present, former, or future owners, officers, directors, shareholders, partners, employees, insurers, successors, predecessors, contractors, assigns, and managing agents and any and all agents, legal representatives, and/or attorneys of all of the foregoing entities or individuals (collectively the "Released Parties") from the following rights or claims (the "Released Class Claims"):

a. Any and all claims, known or unknown, that: were asserted in any and/or all of the complaints in the Actions and/or in any of Plaintiff's letter(s) to the LWDA (including any subsequently amended complaints or letters); and/or any and all claims, known or unknown, that could have been asserted based on any or all the factual allegations in any and/or all of the complaints in the Actions and/or in any of Plaintiff's letter(s) to the LWDA (including any subsequently amended complaints or letters). This includes but is not limited to claims for or related to: failure to pay minimum wages; failure to pay overtime; failure to pay for all hours worked; calculation of the regular rate of pay when calculating the overtime rate, meal period premiums, and rest period premiums; failure to authorize and provide meal periods; failure to authorize and provide rest periods; failure to pay meal or rest period premiums; failure to provide accurate itemized wage statements; failure to timely pay wages during employment or at termination; and failure to maintain accurate and complete records; unfair competition related to any or all of the foregoing; any unpaid wages or compensation related to any or all of the foregoing; restitution related to any or all of the foregoing; and any penalties, including statutory

or civil penalties, related to any or all of the foregoing. This release includes any and all claims pursuant to: California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182, 1194, 1197, and 1198; the California Business & Professions Code § 17200; the California Industrial Welfare Commission Wage Order 1-2001; and the Fair Labor Standards Act. The release of Released Class Claims shall run through April 10, 2023.

66. PAGA Release: As of the Effective Date, and except as to such rights or claims as may be created by this Settlement Agreement, each and every PAGA Group Member, on behalf of themselves and their heirs and assigns, and irrespective of whether the PAGA Group Member opted out of the class action portion of the Settlement, hereby releases the Released Parties from the following rights or claims (the “Released PAGA Claims”):

a. Any and all claims known or unknown, for civil penalties under California Labor Code section 2698 *et seq.* (PAGA) that: were asserted in any complaint filed in the Actions and/or Plaintiff’s letter(s) to the LWDA (including any subsequently amended complaints or letters); and/or that could have been asserted in any complaint filed in the Actions and/or any of Plaintiff’s letter(s) to the LWDA (including any subsequently amended complaints or letters) based on or reasonably related to the facts and/or allegations in any complaint filed in the Actions and/or Plaintiff’s letter(s) to the LWDA (including any subsequently amended complaints or letters). This release includes, but is not limited to, claims for PAGA civil penalties premised on: California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182, 1194, 1197, and 1198; failure to pay minimum wages; failure to pay overtime; failure to pay for all hours worked; calculation of the regular rate of pay when calculating the overtime rate, meal period premiums, and rest period premiums; failure to authorize and provide meal periods; failure to authorize and provide rest periods; failure to pay meal or rest period premiums; failure to provide accurate itemized wage statements; failure to timely pay wages during employment or at termination; and failure to maintain accurate and complete records. The release of PAGA Released Claims shall run through April 10, 2023.

b. General Release by Plaintiff Only. As of the Effective Date, Plaintiff shall release the Released Class Claims and Released PAGA Claims against the Released Parties and makes the

1 additional following general release in favor of the Released Parties:

2 c. In exchange for the consideration provided in this Settlement Agreement,
3 including the Class Representative Enhancement, upon the occurrence of the Effective Date,
4 Plaintiff and his heirs, executors, representatives, administrators, agents, and assigns irrevocably
5 and unconditionally waives and forever releases the Released Parties from any and all claims,
6 demands, actions, causes of actions, judgments, rights, fees, damages, debts, obligations,
7 liabilities, and expenses (inclusive of attorneys' fees) of any kind whatsoever, whether known or
8 unknown, contingent or accrued that Plaintiff may have or have ever had against the Released
9 Parties, or any of them, by reason of any actual or alleged act, omission, transaction, practice,
10 conduct, occurrence, or other matter or event that occurred or allegedly occurred from the
11 beginning of time up to and including the Effective Date.

12 d. Plaintiff acknowledges that he has had the opportunity to review, and has
13 reviewed, California Civil Code section 1542, which provides:

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

20 Plaintiff acknowledges that he may later discover claims or facts in addition to or
21 different from those which he now knows or believes to exist about the subject matter of the
22 Settlement Agreement, and which, if known or suspected at the time of executing the Settlement
23 Agreement, may have materially affected its terms. Nevertheless, Plaintiff, being fully informed of
24 Section 1542 of the California Civil Code, and understanding its provisions, agrees to waive any
25 rights under Section 1542, and acknowledges that this Settlement Agreement and the general
26 release contained in this Paragraph extends to all claims that he has or may have against the
27 Released Parties, including those which are presently unknown to him.

28 67. Plaintiff's Specific Release of Age Discrimination in Employment Act Claims.
Plaintiff understands and acknowledges that:

a. He is voluntarily waiving any and all rights and claims he has against the

Released Parties arising pursuant to the Age Discrimination in Employment Act, 29 U.S.C. §§ 623, et seq. (“ADEA”) as of the date he signs the Settlement Agreement;

b. He is waiving these substantive rights or claims pursuant to the Settlement Agreement in exchange for consideration, the value of which exceeds the payment or remuneration to which he was already entitled;

c. He has been advised in writing to consult with an attorney of his choosing concerning the Settlement Agreement prior to executing it. He further acknowledges that he sought such advice, that his counsel advised him to sign the Settlement Agreement, and that his execution of the Settlement Agreement is voluntary and without coercion;

d. He has been given at least twenty-one (21) days to consider the terms of the Settlement Agreement, and if he decides to sign the Settlement Agreement in fewer than twenty-one (21) days, he has done so with the express understanding that he has been given and declined the opportunity to consider it for a full twenty-one (21) days;

e. He may revoke his waiver of claims arising pursuant to the ADEA at any time during the seven (7) days following the date he signs the Settlement Agreement. Plaintiff understands and agrees that should he revoke his waiver of claims arising pursuant to the ADEA at any time during the seven (7) days following the date he signs the Settlement Agreement, he will receive ten percent (10%) of his respective Court-approved Class Representative Enhancement and such amount will be the consideration for the general release of all his rights and claims addressed in Paragraphs 65 and 66 of the Settlement Agreement except any claims he may have pursuant to the ADEA. Plaintiff further understands and agrees that should he not revoke their waiver of claims arising pursuant to the ADEA during the seven (7) days following the date he signs the Settlement Agreement, he will receive one hundred percent (100%) of his Class Representative Enhancement and such amount will be consideration for the general release of all rights and claims addressed in the Settlement Agreement, including any claims he may have pursuant to the ADEA;

f. Any revocation must be in writing and delivered by hand or certified mail to Jason S. Campbell, Winston & Strawn LLP, 333 S. Grand Ave, 38th Floor, Los Angeles, California 90071; and

1 g. Any changes to the Settlement Agreement, whether material or immaterial,
2 do not restart the twenty-one-day (21-day) consideration period.

3 68. No Solicitation of Settlement Objections or Exclusions. The Parties agree to use
4 their best efforts to carry out the terms of this Settlement Agreement. At no time shall any of the
5 Parties or their counsel seek to solicit or otherwise encourage Class Members to submit either a
6 letter requesting exclusion from the Settlement or written objections to the Settlement Agreement
7 or to appeal from the Court's final judgment.

8 69. Nullification of Settlement Agreement. In the event: (i) the Court does not finally
9 approve the Settlement as provided herein; (ii) the Court does not enter a final judgment as
10 provided herein, which becomes final as a result of the occurrence of the Effective Date; or
11 (iii) the Settlement does not become final for any other reason, this Settlement Agreement shall be
12 null and void and any order or judgment entered by the Court in the State Court Action in
13 furtherance of the Settlement shall be treated as void from the beginning. In such a case, the
14 Parties shall be returned to their respective statuses as of the date and time immediately before the
15 execution of this Settlement Agreement and the Parties shall proceed in all respects as if this
16 Settlement Agreement had not been executed (except that if the Settlement does not become final
17 because Defendant revokes the Settlement Agreement pursuant to Paragraph 64, Defendant will
18 pay all administrative costs incurred up to the date of the revocation). In the event an appeal is
19 filed from the Court's final judgment, or any other appellate review is sought before the Effective
20 Date, administration of the Settlement shall be stayed pending final resolution of the appeal or
21 other appellate review (unless otherwise agreed to by the Parties).

22 70. No Admission. Nothing contained herein, nor the consummation of this Settlement
23 Agreement, is to be construed or deemed an admission of liability, culpability, negligence, or
24 wrongdoing on the part of Defendant or any of the other Released Parties. Each of the Parties
25 hereto has entered into this Settlement Agreement with the intention of avoiding further disputes
26 and litigation with the attendant inconvenience and expenses. This Settlement Agreement is a
27 settlement document and, pursuant to California Evidence Code section 1152 and/or any other
28 similar law, shall be inadmissible in evidence in any proceeding, except an action or proceeding to

1 approve the Settlement, and/or interpret or enforce this Settlement Agreement.

2 71. Notices. Unless otherwise specifically provided herein, all notices, demands or
3 other communications given hereunder shall be in writing and shall be deemed to have been duly
4 given as of the third business day after mailing by United States registered or certified mail, return
5 receipt requested, addressed as follows:

6 **To Class Counsel:**

7 Marcus Bradley
8 BRADLEY/GROMBACHER, LLP
9 31365 Oak Crest Drive, Suite 240
Westlake Village, CA 91361

6 **To Defendant's Counsel:**

7 Jason S. Campbell
8 Samuel R. Freeman
9 WINSTON & STRAWN LLP
333 S. Grand Ave., 38th Floor
Los Angeles, California 90071

10 72. Tax Liability. The Parties make no representations as to the tax treatment or legal
11 effect of the payments called for hereunder, and Participating Class Members and PAGA Group
12 Members are not relying on any statement or representation by the Parties in this regard.
13 Defendant shall pay the employer-side share of payroll taxes separately from and in addition to the
14 Gross Settlement Amount. Each Participating Class Member and PAGA Group Member shall be
15 solely responsible for any and all additional federal, state, and local taxes and/or penalties that may
16 be due from payment of any Individual Class Payment or Individual PAGA Payment made to
17 him/her, whether it is determined that any additional taxes are owed based on the taxation laws in
18 effect on the date of execution of this Settlement Agreement or that may become due at any time
19 in the future because of a change to the laws governing taxation. Each Participating Class Member
20 and PAGA Group Member will hold the Parties free and harmless from and against any claims
21 resulting from the tax treatment of any payments made pursuant to the Settlement, including the
22 treatment of such payment as subject to or not subject to withholding or deduction for payroll and
23 employment taxes. Each Party to this Settlement Agreement acknowledges and agrees that no
24 provision of this Settlement Agreement, and no written communication or disclosure between or
25 among the Parties or their attorneys and other advisers, is or was intended to constitute or be
26 construed or be relied upon as, tax advice.

27 73. Exhibits and Headings. The terms of this Settlement Agreement include the terms
28

1 set forth in any attached exhibits, which are incorporated by this reference as though fully set forth
2 herein. Any exhibits to this Settlement Agreement are an integral part of the Settlement. The
3 descriptive headings of any paragraphs or sections of this Settlement Agreement are inserted for
4 convenience of reference only and do not constitute a part of this Settlement Agreement.

5 74. Amendment or Modification. Unless otherwise provided herein, this Settlement
6 Agreement may be amended or modified only by a written instrument signed by counsel for all
7 Parties.

8 75. Entire Agreement. This Settlement Agreement, any supplemental written agreement
9 subsequently incorporated, and any attached exhibits constitute the entire Settlement Agreement
10 among these Parties, and no oral or written representations, warranties or inducements have been
11 made to any party concerning this Settlement Agreement or its exhibits other than the
12 representations, warranties, and covenants contained and memorialized in such documents.

13 76. Authorization to Enter Into Settlement Agreement. The signatories hereto represent
14 that they are fully authorized to enter into this Settlement Agreement and bind the Parties hereto to
15 the terms and conditions hereof.

16 77. Opportunity to Consult With Counsel. The Parties are represented by competent
17 counsel and have had an opportunity to consult with counsel before the execution of this
18 Settlement Agreement.

19 78. Mutual Full Cooperation. The Parties and their counsel will cooperate with each
20 other and use their best efforts to affect the implementation of the Settlement. In the event the
21 Parties are unable to reach agreement on the form or content of any document needed to
22 implement the Settlement, or on any supplemental provisions that may become necessary to
23 effectuate the terms of the Settlement, the Parties may seek the assistance of the Court or mediator
24 to resolve such disagreement.

25 79. Binding on Successors and Assigns. This Settlement Agreement shall be binding
26 upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors,
27 administrators and successors. The Parties hereto represent, covenant, and warrant that they have
28 not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or

1 encumber to any person or entity any portion of any liability, claim, demand, action, cause of
2 action or rights herein released and discharged except as set forth herein.

3 80. Participating Class Member and PAGA Group Member Signatories. It is agreed that
4 because the Participating Class Members and PAGA Group Members are so numerous, it is
5 impossible or impractical to have each Participating Class Member and PAGA Group Member
6 execute this Settlement Agreement. The Notices of Settlement will advise all Class Members and
7 PAGA Group Members of the binding nature of the Settlement Agreement which, upon Final
8 Approval, such shall have the same force and effect as if this Settlement Agreement were executed
9 by each Participating Class Member and PAGA Group Member.

10 81. California Law Governs. All terms of this Settlement Agreement and the exhibits
11 hereto shall be governed by and interpreted according to the laws of the State of California.

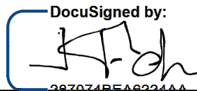
12 82. Counterparts. This Settlement Agreement may be executed in one or more
13 counterparts. All executed counterparts and each of them shall be deemed to be one and the same
14 instrument provided that counsel for the Parties to this Settlement Agreement shall exchange
15 among themselves original signed counterparts.

16 83. Plaintiff's Waiver of Right to be Excluded. Plaintiff agrees that by signing this
17 Settlement Agreement, he is bound by the terms herein stated and further agrees not to request to
18 be excluded from the Class.

19 84. Confidentiality Preceding Preliminary Approval. Plaintiff and Class Counsel agree
20 that the terms of the Settlement, and the negotiations leading to the Settlement, shall be kept
21 confidential through Preliminary Approval, except as necessary to obtain Court approval in the
22 State Court Action and effectuate the terms of the Settlement. Plaintiff and Class Counsel agree
23 that all documents related to the Settlement shall not be discussed with, publicized or promoted to
24 the public. Any confidentiality agreement entered into regarding information exchanged during
25 settlement negotiations and leading up to the Settlement shall remain in full force and effect.
26 Notwithstanding the foregoing, Plaintiff and Class Counsel may tell the public in general only that
27 certain claims "have been resolved by the Parties." Plaintiff and Class Counsel will not publish or
28 publicize the Settlement at any time, including but not limited to not filing a press release

1 regarding the Settlement, posting information about the Settlement on their websites or in social
2 media, responding to press/media inquiries regarding the Settlement (except to refer the person
3 inquiring to the Court file), or otherwise publicizing the terms or fact of the Settlement. This
4 provision does not apply to court filings, the Notice of Settlement, or for the limited purposed of
5 allowing Plaintiff's Counsel to prove adequacy as counsel in other actions by referring to any
6 information in the public record regarding the Settlement for such purposes.

7 85. Disposition of Data. The Parties expressly agree that all data and information shared
8 by the Parties in the negotiations leading up to the Settlement is considered confidential settlement
9 communications. Upon demand, the Parties and their counsel expressly agree to destroy all
10 confidential data that was exchanged, including, but not limited to, such data that was designated
11 as confidential by any Party, and not use any copies of such data.

12 DocuSigned by:
13 
14 287074BEA0224AA...

Jose Fernandez Prieto

**KRUGER PLASTICS PRODUCTS, LLC
DBA SPRINGBOARD MANUFACTURING**

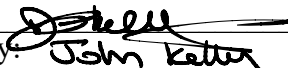
By: _____
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1 regarding the Settlement, posting information about the Settlement on their websites or in social
2 media, responding to press/media inquiries regarding the Settlement (except to refer the person
3 inquiring to the Court file), or otherwise publicizing the terms or fact of the Settlement. This
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12
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14 _____
Jose Fernandez Prieto

**KRUGER PLASTICS PRODUCTS, LLC
DBA SPRINGBOARD MANUFACTURING**

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16 By: 
17 Its: Vice President
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