

1 Carolyn H. Cottrell (SBN 166977)  
2 Esther L. Bylsma (SBN 264208)  
3 Sandra Acosta Tello (SBN 315616)  
4 **SCHNEIDER WALLACE**  
5 **COTTRELL KIM LLP**  
6 2000 Powell Street, Suite 1400  
7 Emeryville, California 94608  
8 Telephone: (415) 421-7100  
9 Facsimile: (415) 421-7105  
10 ccottrell@schneiderwallace.com  
11 ebylsma@schneiderwallace.com  
12 sacostatello@schneiderwallace.com

Edwin Aiwarzian (SBN 232943)  
8 **LAWYERS for JUSTICE, PC**  
9 410 West Arden Avenue, Suite 203  
10 Glendale, California 91203  
11 Telephone: (818) 265-1020  
12 Facsimile: (818) 265-1021  
13 edwin@calljustice.com

*Attorneys for Plaintiff and the putative Class*

13  
14 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
15 COUNTY OF SAN DIEGO, HALL OF JUSTICE

16  
17 MARTIN OLSON, individually, and on behalf  
18 of other members of the general public  
19 similarly situated,

Plaintiff,

v.

20  
21 GKN AEROSPACE CHEM-TRONICS, INC.,  
22 a California corporation, and DOES 1 through  
23 100, inclusive,

Defendants.

24 AND RELATED CONSOLIDATED CASES  
25  
26  
27  
28

Case No. 37-2022-00029653-CU-OE-CTL

*[Consolidated with Case No. 37-2022-  
00029655-CU-OE-CTL]*

*Assigned for All Purposes to  
Hon. Euketa Oliver, Dept. C-75*

**DECLARATION OF ESTHER L.  
BYLSMA IN SUPPORT OF P'AINTIFFS'  
MOTION FOR PRELIMINARY  
APPROVAL OF SETTLEMENT**

Date: April 24, 2026  
Time: 9:00 a.m.  
Dept: C-75

Complaint Filed: July 27, 2022  
Trial Date: Not Set

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I, Esther L. Bylsma, declare as follows:

1. I am an attorney duly licensed to practice law in the State of California. I am a member in good standing of the State Bar of California, I am admitted to the United States District Courts for the Northern, Eastern, Central, and Southern Districts of California, and the Ninth Circuit Court of Appeals. I am familiar with the file, documents, and history related to this case. The statements set forth in this declaration are based on my personal knowledge. If called as a witness in this action, I could and would testify competently to these facts.

2. I am a partner at Schneider Wallace Cottrell Kim LLP (“SWCK”). SWCK specializes in class and representative action litigation in state and federal court.

3. I submit this declaration in support of the Motion for Preliminary Approval of Class and PAGA Action Settlement (“Motion”) filed by Plaintiffs Martin Olson, Richard Turrietta, Donald Tvrdik, and Arturo Vladivia (“Plaintiffs”) in the above-captioned matter (“Action”). I am familiar with the file, the documents, and the history of this Action. The following statements are based on my personal knowledge and review of the files. If called to do so, I could and would testify competently thereto.

4. Attached as **Exhibit A** is a true and correct copy of the Settlement Agreement of Class Action and Private Attorneys General Act Claims (“Settlement”) (“Settlement” or “Agreement”) executed on March 31, 2026.<sup>1</sup> A true and correct copy of the proposed Class Notice, setting forth the information necessary for Class Members to make an informed decision regarding their participation in the settlement of this case and its fairness, is attached to the Agreement as Exhibit 1.

## **I. COUNSEL’S QUALIFICATIONS, EXPERIENCE, AND EXPERTISE**

5. SWCK is regarded as one of the leading private plaintiffs' firms in wage and hour class actions and employment class actions. In November 2012, the Recorder listed the firm as one of the "top 10 go-to plaintiffs' employment firms in Northern California." SWCK partners and

<sup>1</sup> Unless otherwise indicated, all capitalized terms herein have the same meaning as defined in the Agreement.

1 attorneys have litigated major wage and hour class actions, have won several prestigious awards, and  
2 sit on important boards and committees in the legal community. SWCK was founded by Todd  
3 Schneider in 1993.

4         6. SWCK has acted or is acting as class counsel in numerous cases. SWCK served as  
5 class counsel in the following recent cases which have been certified and/or settled as class actions in  
6 this Court: (i) *Weaver v. Amentum Services, Inc.* (Case No. 37-2021-00049868-CU-OE-CTL) (San  
7 Diego Superior Court, July 11, 2025) class and PAGA representative action ); (ii) *Tovar v.*  
8 *GC Services Limited Partnership*, (Case No 37-2021-00038640-CU-OE-CTL) (San Diego Superior  
9 Court, July 3, 2025) (class and PAGA representative action); (iii) *Fleming v. American Retail*  
10 *Services, et al.* (Case No. 37-2021-00007716-CU-OE-NC) (San Diego Superior Court, May 15, 2025)  
11 (class and PAGA representative action); (iv) *Clavel v. San Diego Sunrise Management Company*  
12 (Case No. 37-2020-00028205-CU-OE-CTL) (San Diego Superior Court, May 29, 2024) (class  
13 action).

14         7. SWCK also served as class or representative counsel in the following cases, *inter alia*,  
15 which have been certified and/or settled as class actions: *Macias, et al. v. First Technology Federal*  
16 *Credit Union* (Case No. 21CV375222) (Santa Clara Superior Court, March 12, 2026) (class  
17 certification of California classes for wage and hour claims); *Zermeno v. Marriott Int'l, Inc.* (Case  
18 No. RG20069869) (Alameda Superior Court, January 6, 2026) (approval of PAGA representative  
19 action settlement); *Chavez v. Teasdale Foods, Inc.* (Case No. 21CV-03035) (Merced Superior  
20 Court, January 8, 2026) (final approval of California class and subclasses of previously  
21 obtained certified wage and hour claims); *McElroy, et al. v. Georgia-Pacific Corrugated LLC* (Case  
22 No. 23CV034158) (Alameda Superior Court, November 25, 2025) (final approval of California class  
23 and PAGA representative action settlement); *Kingsley v. IKEA US Retail LLC, et al.* (Case No.  
24 24CV089765) (Alameda Superior Court, October 23, 2025) (final approval of California class and  
25 PAGA representative action settlement); *Magana v. Goya Foods of California, Inc., et al.* (Case No.  
26 20STCV43233) (Los Angeles Superior Court, December 4, 2025) (final approval of California class  
27 and PAGA action settlement of previously certified California rounding, meal, and wage statement  
28 claims); *Hamilton v. Wayfair, LLC* (Case No. RG19006990) (Alameda County Superior Court,

September 16, 2025) (final approval of settlement of previously certified California subclasses); *Roberts v. Turning Point Community Programs*, (Case No. 23cv001916) (Sacramento Superior Court, July 7, 2025) (final approval of class and PAGA settlement); *Morel v. HNTB Corporation, et al.* (Case No. 3:2022-cv-00408) (United States District Court, Southern District of California, July 7, 2025) (final approval of California class and PAGA representative action settlement); *Morales, et al. v. Porto's Bakery, Inc., et al.* (Case No. 20STCV34675) (Los Angeles Superior Court, June 25, 2025) (class certification of California class in consolidated matter); *Bryant v. Renaissance Villages, Inc.* (Case No. RIC2002756) (Riverside Superior Court, May 13, 2025) (final approval of California class and PAGA representative action); *Cohen v. Peloton Interactive, Inc., et al.* (Case No. 2:22-cv-01425-MWF-E) (United States District Court, Central District of California, February 12, 2025) (final approval of FLSA collective, California class, and PAGA representative action); *Corley v. Invitation Homes Realty California, Inc.* (Case No. CIVSB2213022) (San Bernardino Superior Court, January 9, 2025) (final approval of California class, and PAGA representative action); *Salonga, et al. v. Aegis Senior Communities, LLC, et al.* (Case No. 22CV007450) (Alameda Superior Court, August 30, 2024) (final approval of FLSA collective, California class, and PAGA representative action); *Walker v. Nursefinders, LLC, et al.* (Case No. 3:22-CV-04084-AGT) (Northern District of California, August 27, 2024) (final approval of California class and PAGA representative action settlement); *Bonner v. Providence Health System-Southern California* (Case No. 21STCV09585) (Los Angeles Superior Court, July 16, 2024) (class certification of a California rounding subclass and derivative subclasses); *Miles v. Kirkland* (Case No. 5:18-cv-01559-JWH) (Central District of California, June 7, 2024) (class certification of a California rest break subclass); *Randall, et al. v. Integrated Communication Service Inc., et al.* (Case No. 3:20-cv-05438-DGE) (Western District of Washington, March 29, 2024) (final approval of three-state class and FLSA collective action settlement); *Lopez v. Eurofins Scientific, Inc., et al.* (Case No. 3:21-cv-08652-LB) (Northern District of California, February 15, 2024) (final approval of California class and PAGA representative action settlement); *Rodriguez, et al. v. Tri-Wire Engineering Solutions, Inc., et al.* (Case No. 1:21-cv-10752-PBS) (District of Massachusetts, December 5, 2023) (final approval of five-state class and FLSA collective action settlement); *Beissel*

1 *v. Western Flyer Express, LLC* (Case No. 5:21-cv-00903-R) (Western District of Oklahoma,  
2 November 3, 2023) (final approval of Oklahoma class and FLSA collective action settlement for  
3 deceptive trade practices, unlawful sale of business opportunities, and wage and hour claims on behalf  
4 of independent contractor truck drivers); *Sishi, et al. v. Eskaton Properties Inc., et al.* (Case No.  
5 RG21100764) (Alameda County Superior Court, August 4, 2023) (final approval of California class  
6 and PAGA representative action settlement); *Wright, et al. v. Frontier Management LLC, et al.* (Case  
7 No. 2:19-cv-01767-JAM-CKD) (Eastern District of California, March 13, 2023) (final approval of  
8 California, Illinois, Oregon, and Washington class and FLSA collective action settlement); *Campos*  
9 *v. Extra Express (Cerritos) Inc.* (Case No. BC715057) (Los Angeles Superior Court, January 18,  
10 2023) (final approval of California law wage and hour class action settlement alleging  
11 misclassification of short haul delivery drivers); *Huddleston v. John Christner Trucking, LLC* (Case  
12 No. 4:17-cv-00549-GKF-CDL) (Northern District of Oklahoma, October 31, 2022) (final approval  
13 of California and Oklahoma class and FLSA collective action settlement where Plaintiff obtained  
14 class certification on behalf of allegedly misclassified truck drivers); *Tinaco v. Quik Stop Markets,*  
15 *Inc.* (Case No. RG20061119) (Alameda County Superior Court, June 23, 2022) (final approval of a  
16 class action settlement for failure to pay for all hours worked, failure to pay minimum and overtime  
17 wages, failure to provide meal and rest breaks, waiting time penalties, and failure to provide itemized  
18 wage statements, under California law); *Ramirez, et al. v. Rite Aid Corp., et al.* (Case No. CV 20-  
19 3531-GW-SKx) (Central District of California, May 19, 2022) (final approval of California class  
20 action and PAGA representative action settlement); *Madrigal v. Mission Lakes Country Club,*  
21 *Inc.* (Case No. RIC2003428) (Riverside County Superior Court, May 18, 2022) (final approval of  
22 California class action and PAGA representative action); *Hazel v. Himagine Solutions, Inc.* (Case No.  
23 RG20068159) (Alameda County Superior Court, November 2, 2021) (final approval of a California  
24 class action settlement for failure to pay for all hours worked, failure to pay minimum and overtime  
25 wages, failure to provide meal and rest breaks, failure to reimburse necessary business expenditures,  
26 waiting time penalties, and failure to provide itemized wage statements); *Pine Manor Investors, LLC*  
27 *v. FPI Management, Inc.* (Case No. 34-2018-00237315) (Sacramento County Superior Court,  
28 October 20, 2021) (final approval of a California class action settlement in action that

1 alleged improper billing for workers compensation charges by an apartment complex management  
2 company); *Etcheverry v. Franciscan Health System* (Case No. 3:19-cv-05261-RJB-MAT) (Western  
3 District of Washington, October 19, 2021) (final approval of hybrid Fair Labor Standards Act and  
4 Washington class action); *Jean-Pierre v. J&L Cable TV Services, Inc.* (Case No. 1:18-cv-11499-  
5 MLW) (District of Massachusetts, August 31, 2021) (final approval of hybrid Fair Labor Standards  
6 Act and Massachusetts, New Hampshire, Maine, and Pennsylvania class action); *Amaraut v.*  
7 *Sprint/United Management Co.* (Case No. 3:19-cv-00411-WQH-AHG) (Southern District of  
8 California, August 5, 2021) (final approval of hybrid Fair Labor Standards Act and Arizona,  
9 Colorado, New York, Ohio, and Washington Rule 23 action); *Diaz v. TAK Communications CA, Inc.*  
10 (Case No. RG20064706) (Alameda County Superior Court, July 27, 2021) (final approval of hybrid  
11 Fair Labor Standards Act and California class action); *Villafan v. BROADSPECTRUM Downstream*  
12 *Services, Inc.* (Case No. 3:18-cv-06741-LB) (Northern District of California, April 9, 2021) (final  
13 approval of class and collective action settlement for failure to pay minimum wages and overtime  
14 rates, failure to provide meal and rest breaks, failure to reimburse business expenses, and failure to  
15 provide itemized wage statements); *Jones, et al. v. CertifiedSafety, Inc., et al.* (Case No. 3:17-cv-  
16 02229-EMC) (Northern District of California, June 1, 2020) (final approval of hybrid Fair Labor  
17 Standards Act and California, Washington, Illinois, Minnesota, Alaska, and Ohio class action  
18 settlement for failure to pay for all hours worked, failure to provide meal and rest breaks,  
19 unreimbursed business expenses, waiting time penalties, and failure to provide itemized wage  
20 statements); *El Pollo Loco Wage and Hour Cases* (Case No. JCCP 4957) (Orange County Superior  
21 Court, January 31, 2020) (final approval of a class action settlement for failure to pay for all hours  
22 worked, failure to provide meal and rest breaks, unreimbursed business expenses, waiting time  
23 penalties, and failure to provide itemized wage statements, under California law); *Soto, et al. v. O.C.*  
24 *Communications, Inc., et al.* (Case No. 3:17-cv-00251-VC) (Northern District of California, Oct. 23,  
25 2019) (final approval of a hybrid Fair Labor Standards Act and California and Washington law Rule  
26 23 action with joint employer allegations); *Manni v. Eugene N. Gordon, Inc. d/b/a La-Z-*  
27 *Boy Furniture Galleries* (Case No. 34-2017-00223592) (Sacramento Superior Court) (final approval  
28 of a class action settlement for failure to pay for all hours worked, failure to pay minimum and

1 overtime wages, failure to provide meal and rest breaks, waiting time penalties, and failure to provide  
2 itemized wage statements, under California law); *Van Liew v. North Star Emergency Services, Inc.,*  
3 *et al.* (Case No. RG17876878) (Alameda County Superior Court) (final approval of a class action  
4 settlement for failure to pay for all hours worked, failure to pay minimum and overtime wages, failure  
5 to provide meal and rest breaks, failure to reimburse for necessary business expenditures, waiting  
6 time penalties, and failure to provide itemized wage statements, under federal law); *Asalati v. Intel*  
7 *Corp.* (Case No. 16cv302615) (Santa Clara Superior Court) (final approval of a class and collective  
8 action settlement for failure to pay for all hours worked, failure to pay overtime, failure to provide  
9 meal and rest breaks, failure to reimburse for necessary business expenditures, failure to adhere to  
10 California record keeping requirements, waiting time penalties, and failure to provide itemized wage  
11 statements, under federal and California law); *Harmon, et al. v. Diamond Wireless, LLC*, (Case No.  
12 34-2012-00118898) (Sacramento Superior Court) (final approval of a class action settlement for  
13 failure to pay wages free and clear, failure to pay overtime and minimum wages, failure to provide  
14 meal and rest breaks, failure to pay full wages when due, failure to adhere to California record keeping  
15 requirements, and failure to provide adequate seating, under California law); *Aguilar v. Hall AG*  
16 *Enterprises, Inc., et al.*, (Case No. BCV-16-10994-DRL) (Kern County Superior Court) (final  
17 approval of a class action settlement for failure to provide meal and rest periods, failure to compensate  
18 for all hours worked, failure to pay minimum and overtime wages, waiting time penalties, failure to  
19 provide itemized wage statements, and failure to pay undiscounted wages, under California  
20 law); *Viceral and Krueger v. Mistras Group, Inc.*, (Case No. 3:15-cv-02198-EMC) (Chen, J.)  
21 (Northern District of California) (final approval of a class and collective action settlement for failure  
22 to compensate for all hours worked, including overtime, under federal and California law); *Jeter-*  
23 *Polk, et al. v. Casual Male Store, LLC, et al.*, (Case No. 5:14-CV-00891) (Central District of  
24 California) (final approval of a class action settlement for failure to provide meal and rest periods,  
25 failure to compensate for all hours worked, failure to pay overtime wages, unpaid wages and waiting  
26 time penalties, and failure to provide itemized wage statements); *Meza, et al. v. S.S. Skikos, Inc., et*  
27 *al.*, (Case No. 15-cv-01889-TEH) (Northern District of California) (final approval of class and  
28 collective action settlement for failure to compensate for all hours worked, including overtime, under

1 federal and California law, failure to provide meal and rest breaks, failure to reimburse for necessary  
2 business uniforms, failure to pay full wages upon termination to, and failure to provide accurate  
3 itemized wage statements); *Holmes, et al v. Xpress Global Systems, Inc.*, (Case No. 34-2015-  
4 00180822) (Sacramento Superior Court) (final approval of a class action settlement for failure to  
5 provide meal and rest breaks and failure to provide accurate itemized wage statements); *Guilbaud, et*  
6 *al. v. Sprint Nextel Corp. et al.*, (Case No. 3:13-cv-04357-VC) (Northern District of California) (final  
7 approval of a class and collective action settlement for failure to compensate for all hours worked,  
8 including overtime, failure to provide meal and rest breaks, failure to reimburse for necessary business  
9 uniforms, failure to pay full wages upon termination to, and failure to provide accurate itemized wage  
10 statements); *Molina, et al. v. Railworks Track Systems, Inc.*, (Case No. BCV-15-10135) (Kern  
11 County Superior Court) (final approval of a class action settlement for failure to provide meal and  
12 rest breaks, unpaid wages, unpaid overtime, off-the-clocker work, failure to pay full wages upon  
13 termination to, and failure to provide accurate itemized wage statements); *Allen, et al. v. County of*  
14 *Monterey, et al.*, (Case No. 5:13-cv-01659) (Northern District of California) (settlement between  
15 FLSA Plaintiffs and Defendant to provide relief to affected employees); *Barrera v. Radix Cable*  
16 *Holdings, Inc., et al.*, (Case No. CIV 1100505) (Marin County Superior Court) (final approval of class  
17 action settlement for failure to provide meal and rest breaks to, off-the-clock work by, failure to  
18 provide overtime compensation to, failure to reimburse business expenditures to, failure to pay full  
19 wages upon termination to, and failure to provide accurate itemized wage statements to retention  
20 specialists working for cable companies); *Glass Dimensions, Inc., et al. v. State Street Corp. et al.*,  
21 (Case No. 1:10-cv-10588) (District of Massachusetts) (final approval of class action settlement for  
22 claims of breach of fiduciary duty and self-dealing in violation of ERISA); *Friend, et al. v. The Hertz*  
23 *Corporation*, (Case No. 3:07-052222) (Northern District of California) (settlement of claims that  
24 rental car company misclassified non-exempt employees, failed to pay wages, failed to pay premium  
25 pay, and failed to provide meal periods and rest periods); *Hollands v. Lincare, Inc., et al.*, (Case No.  
26 CGC-07-465052) (San Francisco County Superior Court) (final approval of class action settlement  
27 for overtime pay, off-the-clock work, unreimbursed expenses, and other wage and hour claims on  
28 behalf of a class of center managers); *Jantz, et al. v. Colvin*, (Case No. 531-2006-00276X) (In the

1 Equal Employment Opportunity Commission Baltimore Field Office) (final approval of class action  
2 settlement for the denial of promotions based on targeted disabilities); *Shemaria v. County of Marin*,  
3 (Case No. CV 082718) (Marin County Superior Court) (final approval of class action settlement on  
4 behalf of a class of individuals with mobility disabilities denied access to various facilities owned,  
5 operated, and/or maintained by the County of Marin); *Perez, et al. v. First American Title Ins. Co.*,  
6 (Case No. 2:08-cv-01184) (District of Arizona) (final approval of class action settlement in action  
7 challenging unfair discrimination by title insurance company); *Perez v. Rue21, Inc., et al.*, (Case No.  
8 CISCV167815) (Santa Cruz County Superior Court) (final approval of class action settlement for  
9 failure to provide meal and rest breaks to, and for off-the-clock work performed by, a class of retail  
10 employees); *Sosa, et al. v. Dreyer's Grand Ice Cream, Inc., et al.*, (Case No. RG 08424366) (Alameda  
11 County Superior Court) (final approval of class action settlement for failure to provide meal and rest  
12 breaks to, and for off-the-clock work performed by, a class of ice cream manufacturing  
13 employees); *Villalpando v. Exel Direct Inc., et al.* (Case Nos. 3:12-cv-04137 and 4:13-cv-03091)  
14 (Northern District of California) (certified class action on behalf of delivery drivers allegedly  
15 misclassified as independent contractors); *Choul, et al. v. Nebraska Beef, Ltd.* (Case Nos. 8:08-cv-90,  
16 8:08-cv-99) (District of Nebraska) (final approval of class action settlement for off-the-clock work  
17 by, and failure to provide overtime compensation to, production-line employees of meat-packing  
18 plant); *Morales v. Farmland Foods, Inc.* (Case No. 8:08-cv-504) (District of Nebraska) (FLSA  
19 certification for off-the-clock work by, and failure to provide overtime compensation to, production-  
20 line employees of meat-packing plant); *Barlow, et al. v. PRN Ambulance Inc.* (Case No. BC396728)  
21 (Los Angeles County Superior Court) (final approval of class action settlement for failure to provide  
22 meal and rest breaks to and for off-the-clock work by certified emergency medical  
23 technicians); *Espinosa, et al. v. National Beef, et al.* (Case No. ECU0467) (Imperial Superior Court)  
24 (final approval of class action settlement for off-the-clock work by, and failure to provide overtime  
25 compensation to, production-line employees of meat-packing plant); *Wolfe, et al. v. California Check*  
26 *Cashing Stores, LLC, et al.* (Case Nos. CGC-08-479518 and CGC-09-489635) (San Francisco  
27 Superior Court) (final approval of class action settlement for failure to provide meal and rest breaks  
28 to, and for off-the-clock work by, employees at check cashing stores); *Salcido v. Cargill* (Case Nos.

1:07-CV-01347-LJO-GSA, 1:08-CV-00605-LJO-GSA) (Eastern District of California) (final approval of class action settlement for off-the-clock work by production-line employees of meat-packing plant); *Elkin v. Six Flags* (Case No. BC342633) (Los Angeles County Superior Court) (final approval of class action settlement for missed meal and rest periods on behalf of hourly workers at Six Flags amusement parks); *Chau v. CVS RX Services, Inc.* (Case No. BC349224) (Los Angeles County Superior Court) (final approval of class action settlement for failure to pay overtime to CVS pharmacists); *Reed v. CALSTAR* (Case No. RG04155105) (Alameda County Superior Court) (certified class action on behalf of flight nurses); *Satchell v. FedEx Express, Inc.* (Case No. 03-02659 SI) (N.D. Cal.) (certified regional class action alleging widespread discrimination within FedEx); *Lopez v. San Francisco Unified School District* (Case No. C-99-03260 SI) (N.D. Cal.) (certified class action in favor of plaintiffs in class action against school district for widespread disability access violations); *Singleton v. Regents of the University of California* (Case No. 807233-1) (Alameda County Superior Court) (class settlement for women alleging gender discrimination at Lawrence Livermore National Laboratory); *McMaster v. BCI Coca-Cola Bottling Co.* (Case No. RG04173735) (Alameda County Superior Court) (final approval of class action settlement for drive-time required of Coca-Cola account managers); *Joseph v. The Limited, Inc.* (Case No. CGC-04-437118) (San Francisco County Superior Court) (final approval of class action settlement for failure to provide meal and rest periods to employees of The Limited stores); *Rios v. Siemens Corp.* (Case No. C05-04697 PJH) (N.D. Cal.) (final approval of class action settlement for failure to pay accrued vacation pay upon end of employment); *DeSoto v. Sears, Roebuck & Co.* (Case No. RG0309669) (Alameda County Superior Court) and *Lenahan v. Sears, Roebuck & Co.* (Case No. 3-02-CV-000045 (SRC) (TJB)) (final approval of class action settlement for failure to pay Sears drivers for all hours worked); among many others.

## **II. SUMMARY OF THE LITIGATION**

### **A. Factual Background**

8. Defendant GKN is a company that manufactures and repairs aerospace parts.

9. Plaintiffs are former employees who worked for Defendant in San Diego, California.

1           10.     Plaintiffs’ main wage and hour claims are premised on the following factual  
2 allegations. Plaintiffs allege that:

3                   (a)     Defendant maintained a business environment that discouraged and prevented  
4 employees from taking timely and full meal and rest periods free from Defendant’s control;

5                   (b)     Defendant required employees to undergo Covid checks before clocking in and  
6 did not compensate employees for this time;

7                   (c)     Defendant failed to reimburse employees for cell phone and tools expenses;  
8 and

9                   (d)     Defendant failed to provide wage statements to employees that accurately  
10 stated the information required under Labor Code 226(a).

11           11.     Based on the above core allegations, Plaintiffs’ complaints<sup>2</sup> collectively asserts the  
12 following causes of action: (i) failure to pay overtime wages; (ii) failure to authorize and permit and/or  
13 make available meal periods or pay premium wages in lieu thereof; (iii) failure to authorize and permit  
14 and/or make available rest periods or pay premium wages in lieu thereof; (iv) failure to pay minimum  
15 wages; (v) failure to pay wages at separation; (vi) failure to timely pay earned wages during  
16 employment; (vii) failure to provide accurate itemized wage statements; (viii) failure to keep requisite  
17 payroll records; (ix) failure to reimburse business expenses; (x) violation of the California Business  
18 and Professions Code (“UCL”); and (xi) violations under the PAGA.

19           **B.     Procedural History**

20           12.     The dockets in the cases underlying this Action reflect the substantial work performed  
21 by Plaintiffs and Class Counsel that ultimately resulted in the Settlement. A summary of those efforts  
22 is provided below.

23  
24 \_\_\_\_\_  
25 <sup>2</sup> The operative complaint in the Olson/Turrietta Lawsuit is ROA No. 172, and the operative complaint  
26 in the Olson PAGA Lawsuit is ROA No. 1 on its docket of the leading case, San Diego Superior Case  
27 No. 37-2022-00029653. The operative complaint in the Tyrdik Lawsuit (San Diego Superior Case  
28 No. 37-2023-00031782) is ROA No. 9 on its docket. In conjunction with the Settlement and pursuant  
to the Agreement, the Parties are also filing a Stipulation and [Proposed] order to Consolidate Actions,  
in order to file an Amended Consolidated Complaint that includes all the claims so that the Parties  
may seek approval of the global settlement in a streamlined manner.

1                   **1.       Plaintiffs File their Complaints**

2           13.     On April 22, 2022, Plaintiff Olson filed a PAGA notice with the LWDA regarding his  
3 intent to initiate a PAGA action on behalf of the state of California. Attached as **Exhibit B** is a true  
4 and correct copy of the Olson PAGA Notice.

5           14.     On July 27, 2022, Plaintiff Olson filed a putative class action complaint in the  
6 Olson/Turrietta Lawsuit. *See* ROA No. 1.

7           15.     On July 27, 2022, Plaintiff Olson filed a PAGA complaint in the Turrietta PAGA  
8 Lawsuit *See* ROA No. 16.

9           16.     On September 15, 2022, Defendant filed its Answer in the Olson/Turrietta Lawsuit,  
10 disputing Plaintiff Olson’s allegations. *See* ROA No. 7.

11          17.     On September 15, 2022, Defendant filed its Answer in the Turrietta PAGA Lawsuit,  
12 disputing Plaintiff Olson’s allegations. *See* ROA No. 21.

13          18.     On March 10, 2023, the Court consolidated the Olson/Turrietta Lawsuit and the  
14 Turrietta PAGA Lawsuit. *See* ROA No. 31.

15          19.     On July 26, 2023, Plaintiff Tvrdiv filed a PAGA notice with the LWDA regarding his  
16 intent to initiate a PAGA action on behalf of the state of California. Attached as **Exhibit C** is a true  
17 and correct copy of the Tvrdiv PAGA Notice.

18          20.     On July 26, 2023, Plaintiff Tvrdiv filed his class action complaint in the Tvrdiv  
19 Lawsuit.

20          21.     On October 18, 2023, Plaintiff Tvrdiv amended his complaint to add his PAGA claim  
21 in the Tvrdiv Lawsuit.

22                   **2.       The Parties Engage in Discovery and Motions Practice**

23          22.     Over a span of approximately three years, the Parties in engaged in extensive fact  
24 discovery.

25          23.     For example, Plaintiff Olson served approximately eight sets of written discovery  
26 including four sets of requests for production of documents, three sets of special interrogatories, and  
27 one set of form interrogatories. Plaintiff served approximately four sets of written discovery,  
28 including two sets of requests for production of documents, and two sets of special interrogatories.

1           24.     Plaintiff Olson prepared and served responses and supplemental responses, to  
2 Defendant's written discovery requests, including one set of requests for production of documents,  
3 and one set of special interrogatories.

4           25.     Plaintiff Olson produced approximately 280 pages of documents to Defendant's  
5 discovery requests. Plaintiff Valdivia produced approximately 184 pages of documents.

6           26.     Defendant produced approximately 11,516 pages of documents in the Olson/Turrietta  
7 Lawsuit, and approximately 11,539 pages of documents in the Tvrdik Lawsuit, including, without  
8 limitation, Defendant's policy documents concerning the practices at issue in the Action, Plaintiffs'  
9 personnel files, Class members' wage statements, time records, and correction forms, documents  
10 concerning Class members' job duties, meal period waivers, expense reports, and emails.

11          27.     On May 12, 2023, Defendant took the deposition of Plaintiff Olson.

12          28.     On June 21, 2023, Defendant took the second deposition of Plaintiff Olson.

13          29.     On November 27, 2023, Plaintiffs took the deposition of Defendant's PMK.

14          30.     On June 5, 2025, Defendant took the deposition of Plaintiff Turrietta.

15          31.     On July 17, 2025, Defendant took the deposition of Plaintiff Tvrdik.

16          32.     Defendant produced contact information of Class members in this Action, following a  
17 *Belaire-West* notice procedure. Plaintiffs conducted factual interviews of numerous Class members.

18          33.     Throughout the litigation, the Parties engaged in numerous meet and confers regarding  
19 their numerous discovery disputes. The Parties also engaged in discovery motions practice. See e.g.,  
20 Tvrdik ROA Nos. 30-34.

21          34.     During the litigation, the Parties also filed various *ex parte* applications regarding  
22 disputes that arose during the Action. See e.g., ROA No. 50-51, 68-69, 83, 85, 149.

23                   **3.     Plaintiff Olson Files a Motion for Class Certification**

24          35.     On April 2, 2024, Plaintiff Olson filed a motion for class certification. ROA Nos 99-  
25 108.

26          36.     On June 3, 2024, Defendant filed its opposition to the motion for class certification.  
27 ROA No. 109-118.

1           37.     On June 17, 2024, Plaintiff filed his reply papers in support of his motion for class  
2 certification. ROA No. 119-122.

3           38.     On June 28, 2024, the Parties attended a hearing on Plaintiff Olson’s motion for class  
4 certification. ROA No. 129. The hearing was continued to permit supplemental briefing.

5           39.     On July 18, 2024, Plaintiff Olson filed his supplemental brief in support of class  
6 certification. ROA No. 130.

7           40.     On July 28, 2024, Defendant filed its opposition to Plaintiff Olson’s supplemental  
8 brief. ROA No. 132.

9           41.     On August 2, 2024, Plaintiff Olson filed his reply supplemental brief. ROA No. 133.

10          42.     On August 16, 2025, the Court denied in part, and granted in part, Plaintiff Olson’s  
11 motion for class certification. ROA No. 136. The Court conditionally certified a wage statement class  
12 only based on Plaintiff’s wage statement claim. *Id.*

13          43.     Defendant has indicated that in November 2024, following the Court’s granting  
14 certification of the wage statement class, Defendant modified its policies concerning wage statements.  
15 ROA No. 184, p. 13-14.

16                   **4.       Plaintiffs Attend the First Mediation**

17          44.     On or around September 2024, the Parties agreed to attend private mediation.

18          45.     The Parties engaged in additional informal and formal discovery to further assess the  
19 nature of the allegations and potential scope of liability. For example, Defendant provided Plaintiff’s  
20 counsel with additional pertinent data for Class Members, as well as relevant documents, so the  
21 Parties could further investigate the claims at issue and understand their strengths and weaknesses.  
22 This included timekeeping records, payroll records, relevant policies and forms, and class data points.

23          46.     The Parties also exchanged their mediation briefs to assess their respective positions.

24          47.     On March 11, 2025, Plaintiffs and Defendant attended a full-day mediation with the  
25 highly-respected and experienced wage and hour mediator Monique Ngo-Bonnici of Signature  
26 Resolution, in an effort to explore a global resolution of the Lawsuits. However, the Parties did not  
27 reach a settlement at the time.

1                   **5.       The Parties Prepare for Class Certification in the Tvrdik Lawsuit, and**  
2                   **Summary Judgment in the Olson/Turrietta Lawsuit**

3           48.     After the first mediation, the Parties continued to actively litigate the Lawsuits,  
4 including via continuing discovery and motion practice.

5           49.     On March 17, 2025, Plaintiff Tvrdik filed a motion to compel discovery. Tvrdik ROA  
6 No. 47-55.

7           50.     On July 10, 2025, the Parties filed a stipulation for Turrietta to serve as class  
8 representative for the certified wage statement class in the Olson/Turrietta Lawsuit. ROA No. 170.

9           51.     On July 10, 2025, the Parties also filed a stipulation to send out the notice for the  
10 certified class claim. ROA No. 168.

11           52.     On July 22, 2025, Defendant filed a motion to consolidate the Olson/Turrietta Lawsuit  
12 and Olson PAGA Lawsuit with the Tvrdik Lawsuit. ROA No. 155-158. Plaintiff Olson opposed at  
13 the time. ROA No. 161-162. The Court denied Defendant's motion. ROA No. 165.

14           53.     On July 1, 2025, Plaintiff Tvrdik filed a motion to compel discovery. Tvrdik ROA No.  
15 66-70.

16           54.     On August 22, 2025, the Court granted in part Plaintiff Tvrdik's motion to compel.  
17 ROA No. 103.

18           55.     On September 24, 2025, the Court granted in part Plaintiff Tvrdik's motion to compel.  
19 ROA No. 100.

20           56.     On July 17, 2025, Defendant took the deposition of Donald Tvrdik.

21           57.     From July 2025 to March 2026, the Parties discussed adding Plaintiff Arturo Valdivia  
22 to the Tvrdik Lawsuit.

23           58.     In December 2025, trial was set in the Olson/Turrietta Lawsuit for March 2027.

24           59.     On December 29, 2025, Defendant filed a motion for summary adjudication of the  
25 certified claim. ROA Nos. 183-191. Defendant argued that GKN's alleged violation of Section 226(a)  
26 was not "knowing and intentional" so Plaintiff and the class were not entitled to penalties. Defendant  
27 argued that the claim must be dismissed because there was no viable remedy. Defendant's motion for  
28 summary adjudication was scheduled to be heard in April 2026.

1           60.     In December 2025, the Court set a deadline in April 2026 in the Tvrdik Lawsuit to file  
2 his motion for class certification.

3                   **6.       The Parties Attended the Second Mediation and Reach Settlement**

4           61.     On January 8, 2026, the Parties participated in second mediation with Ms. Ngo-  
5 Bonnici.

6           62.     At the conclusion of the second mediation session, the Parties had not settled.  
7 However, Ms. Ngo-Bonnici provided a double blind mediator's proposal.

8           63.     On January 13, 2026, the Parties accepted the mediator's proposal.

9           64.     The Parties then negotiated the full terms and executed the Settlement on March 31,  
10 2026.

11 **III.   THE FACTORS SUPPORTING PRELIMINARY APPROVAL**

12           65.     The Settlement preliminarily satisfies the factors required for a presumption of  
13 fairness. As detailed above, the Settlement was reached by experienced Class Counsel only after  
14 contentious litigation, extensive investigation and discovery, two mediation sessions with a well-  
15 respected mediator, and a double-blind mediator's proposal.

16           66.     A preliminary review of the Settlement reveals the fairness of its terms. The estimated  
17 Net Settlement Amount of approximately \$1,283,800.00 will result in fair and just relief to the  
18 approximately 1,556 putative Class members.<sup>3</sup> This amount provides an estimated average recovery  
19 of **\$825.06** per Participating Class Member, assuming 100% participation in the Settlement, and does  
20 not include additional amounts paid to Aggrieved Employees.

21                   **A.       Exposure Analysis**

22           67.     Class Counsel's exposure analysis, summarized below, also supports the fairness of  
23 the Settlement consideration.

---

24  
25  
26  
27 <sup>3</sup> The Net Settlement Amount consists of the Gross Settlement Fund of \$2,250,00.00 minus Plaintiffs'  
28 service award (\$40,000.00), Class Counsel's attorneys' fees (\$787,500.00), Class Counsel's costs (\$90,000.00), the PAGA Payment to the LWDA (\$33,750.00), and the Settlement Administrator's costs (\$14,950.00).

1           68.     In the Olson/Turrietta Lawsuit, the Court only certified the wage statement claim.  
2 Based on the wage statement documents produced by Defendant, and discovery concerning the  
3 duration of Defendant's wage statement practices, Plaintiffs estimated the number of pay periods  
4 affected by Defendant's wage statement practices. Applying \$50 per pay period for the first violation  
5 and \$100 for all subsequent, for up to \$4000 per class member, Plaintiffs estimated Defendant's  
6 undiscounted estimated exposure to be approximately \$2 million for the certified wage statement  
7 claim.

8           69.     However, the certified wage statement was subject to significant risk. Defendant filed  
9 a motion for summary adjudication, arguing that the class suffered no injury by the wage statement  
10 omissions and the alleged violation was not "knowing and intentional" so that the class was not  
11 entitled to statutory penalties under Labor Code Section 226(e). Defendant argued, among other  
12 things, that GKN should not be forced to pay penalties when it was "undisputed that (1) the employees  
13 were paid correctly, (2) the rates in question were well-known to the employees and repeatedly stated  
14 in other documents, and (3) the employer was already working in good faith to update its paystubs to  
15 show the rates, independent of the lawsuit and any employee complaints (which were non-existent)."  
16 ROA No. 184.

17           70.     Case law on this particular issue is sparse. If the Court were to agree with Defendant,  
18 the certified wage statement would be worth very little to zero. To account for this risk, Plaintiffs  
19 applied a 50% discount to the wage statement claim, estimating the exposure to be \$1 million.

20           71.     In the Tvrdik Lawsuit, Plaintiffs Tvrdik and Valdivia planned to seek certification of  
21 a class based on Plaintiffs' claim that Defendant required Covid-19 checks and failed to pay for time  
22 spent in the checks. Based on an estimate of 10 minutes per shift during the one year time period  
23 where Covid checks were conducted, Plaintiffs calculated that Defendant's undiscounted exposure  
24 on the Covid claim was approximately \$870,000.

25           72.     However, this claim was subject to significant risk because Defendant was inevitably  
26 going to oppose certification and challenge the merits of the claim. For example, Defendant asserted,  
27 among other things, that it had various screening checkpoints that employees could utilize and that  
28 the Covid temperature check itself only took seconds - not minutes – to conduct. Defendant also

1 argued that case law was not clear that this time was compensable at all. To develop an exposure  
2 amount that is reasonably discounted to account for the risks of class certification and trying the Covid  
3 claim on the merits, Plaintiffs applied a 60% discount, resulting in a discounted estimated exposure  
4 of \$348,000 for the Covid claim.

5 73. In the Tvrdik Lawsuit, Plaintiffs Tvrdik and Valdivia planned to seek class  
6 certification of a class based on Plaintiffs' meal and rest period claims. Based on the facial violation  
7 rate observed on the time and pay records, Plaintiffs calculated the undiscounted exposure meal period  
8 claim to be approximately \$1.8 million. Based on the theory that Defendant's written handbook up to  
9 July 2022 indicating that employees could not leave for rest breaks, and utilizing a 100% violation  
10 rate, Plaintiffs calculated the undiscounted exposure for the rest period claim to be approximately  
11 \$15.9 million.

12 74. However, Plaintiffs recognized that these preliminary calculations were unrealistic,  
13 particularly considering the fact that the Court already previously denied class certification of the  
14 meal and rest period claims in the Olson/Turrietta Lawsuit. Defendant asserted that the previous order  
15 in fact precluded reconsideration of certification in the Tvrdik Lawsuit. In addition, the rest break  
16 claim will be extremely difficult to certify based on the fact that the claim was dependent on  
17 testimonial evidence, which included variations across job positions, shift hours, and job locations.  
18 Defendant additionally raised numerous defenses and challenges on the merits, all of which would be  
19 difficult to address, including without limitation, that employees signed valid meal period waiver  
20 agreements, that Defendant had written policy and training documents in addition to the handbook  
21 that indicated that employees *could* leave the premises for rest periods, and that in fact employees did  
22 leave the premises for rest breaks.

23 75. To develop an exposure amount that is reasonably discounted to account for the risks  
24 of class certification and trying the meal break claim on the merits, Class Counsel applied a 50%  
25 discount for the risk of certification and a further 80% discount for the risk of prevailing on the merits,  
26 resulting in a discounted estimated exposure of \$180,000 for the meal period claim. To develop an  
27 exposure amount that is reasonably discounted to account for the risks of class certification and trying  
28 the rest break claim on the merits, Class Counsel applied a 80% discount for the risk of certification

1 and a further 80% discount for the risk of prevailing on the merits, resulting in a discounted estimated  
2 exposure of \$228,800.

3 76. In the Tvrdik Lawsuit, Plaintiffs Tvrdik and Valdivia alleged a reimbursement claim,  
4 that Defendant failed to reimburse employees for cell phone and tools expenses. Assuming each  
5 employee is entitled to \$75 per month, the undiscounted exposure is approximately \$4 million.  
6 However this claim was unlikely to be certified. Plaintiffs' investigation uncovered too much  
7 variation on employees' experiences. In addition, Defendants asserted that GKN provided all  
8 necessary tools to its employees, employees did not have to use their cell phones for work, and if  
9 some employees brought their own tools to work and/or used their cell phones, it was their personal  
10 choice. Plaintiff Olson determined it was not a viable class claim, and it would also most likely not  
11 have been pursued as a class claim in the Tvrdik Lawsuit. Accordingly, Class Counsel applied a 90%  
12 discount for the risk of certification and a further 90% discount for the risk of prevailing on the merits,  
13 resulting in a discounted estimated exposure of \$40,000.

14 77. The total discounted exposure for Plaintiffs' substantive Class claims is approximately  
15 \$1.8 million. The Net Settlement Amount of \$1,283,800 is approximately 71% of the total estimated  
16 discounted exposure – a figure that places the Settlement easily within the range of reasonableness  
17 determined in other comparable cases. *See e.g., Vicerol v. Mistras Grp., Inc.*, 2016 U.S. Dist. LEXIS  
18 140759, at \*7 (N.D. Cal. Oct. 11, 2016) (approving wage and hour settlement of approximately 8%  
19 of total verdict value); *Stovall-Gusman v. W.W. Granger, Inc.*, 2015 WL 3776765, at \*4 (N.D. Cal.  
20 2015) (“10% gross and 7.3% net figures are ‘within the range of reasonableness.’”); *Balderas v.*  
21 *Massage Envy Franchising, LLP*, 2014 WL 3610945, at \*5 (N.D. Cal. July 21, 2014) (gross  
22 settlement amount of 8% of maximum recovery and net settlement amount of 5%); *Ma v. Covidien*  
23 *Holding, Inc.*, 2014 WL 360196, at \*4-5 (C.D. Cal. Jan. 31, 2014) (9.1% of “the total value of the  
24 action” is within the range of reasonableness); *In re Omnivision Techs. Inc.*, 559 F. Supp. 2d 1036,  
25 1042 (N.D. Cal. 2008) (approving settlement of 6% to 8% of estimated damages); *Bellinghausen v.*  
26 *Tractor Supply Co.*, 306 F.R.D. 245, 256 (N.D. Cal. 2015) (approving settlement that provided 9%  
27 recovery based on estimated liability exposure); *In re Uber FCRA Litig.*, 2017 U.S. Dist. LEXIS  
28 101552, at \*23- 24 (N.D. Cal. June 29, 2017) (approving settlement where the gross settlement fund

1 was valued at 7.5% of total possible verdict); *Cruz v. Sky Chefs, Inc.*, 2014 WL 7247065, at \*5 (N.D.  
2 Cal. Dec. 19, 2014) (granting final approval where gross settlement amount represented 8.6% of the  
3 maximum potential recovery from the class claims).

4 **B. Risks of Litigation**

5 78. In addition to the specific risks with respect to Plaintiffs' substantive claims discussed  
6 above, Class Counsel recognizes the uncertainty and risk of the outcome of further litigation of  
7 Plaintiffs' claims, and the difficulties and delays inherent in litigating complex class and APGA  
8 actions like this one.

9 79. Throughout this litigation, Defendant has vigorously denied the allegations in the  
10 Lawsuits, and have denied all liability. Defendant has (successfully) taken the position that this case  
11 is not suitable for class treatment and has asserted that it fully complied with their obligations under  
12 California's labor laws.

13 80. Class Counsel has vigorously asserted the claims in this litigation, but understands the  
14 risks going forward. Class Counsel is aware that class certification may be denied in whole in the  
15 Tvrdik Lawsuit. Litigating the class claims will require substantial additional preparation and  
16 discovery and ultimately would involve the depositions of numerous Class members and experts, the  
17 presentation of percipient and expert witnesses at trial, as well as the consideration, preparation, and  
18 presentation of voluminous documentary evidence and the preparation and analysis of expert reports.

19 81. Even if class certification is granted, Plaintiff will then have to establish class-wide  
20 liability and prove up various issues regarding damages. Proving liability and damages issues would  
21 also be complicated by any individualized differences among Class members and will be vigorously  
22 disputed by Defendant.

23 82. In short, obtaining class certification, establishing liability, and proving damages will  
24 require months, if not years, of further litigation and will necessitate expert witness testimony and  
25 significant additional resources.

26 83. While Class Counsel is confident that they would prevail on the merits of their case,  
27 they also recognize the risk that a fact finder may have found for Defendant on one or more of these  
28 issues or found damages to be significantly less than what Plaintiffs claim.

1           84.     Given the broad scope and magnitude of risks, Class Counsel concluded that the  
2 Settlement here, which provides a significant percentage of the Class exposure estimate, is a  
3 beneficial and just result for the Class.

4 **IV.     THE PROPOSED SERVICE AWARD IS REASONABLE**

5           85.     Plaintiffs have substantially contributed their time and efforts over a period of over  
6 years in pursuing the Class and PAGA claims, and Plaintiffs' roles were crucial in this case. Class  
7 Counsel required significant participation and assistance by Plaintiffs to build the Lawsuits.

8           86.     As reflected in their declarations, among other things, Plaintiffs had discussions with  
9 Class Counsel, worked with Class Counsel to review facts and answer questions, assisted Class  
10 Counsel in their mediation efforts, and remained apprised of the case. Plaintiffs each took the  
11 significant risk and time commitment of coming forward to represent the interests of their fellow  
12 employees.

13          87.     Plaintiffs Olson, Turrietta and Tvrdik also had their depositions taken in the course of  
14 litigation.

15          88.     Plaintiffs contends that the requested service award in the amount of \$10,000.00 to  
16 each Plaintiff is reasonable considering the efforts they made and the risks they took in prosecuting  
17 this action to obtain the Settlement.

18 **V.     THE PROPOSED ATTORNEYS' FEES AND COSTS ARE REASONABLE**

19          89.     Plaintiffs seek reasonable attorneys' fees and costs from the Gross Settlement Amount.  
20 Under the terms of the Settlement, Class Counsel may seek up to 35% of the Gross Settlement  
21 Amount, or \$787,500.00, and actual costs not to exceed \$90,000.00.

22          90.     Class Counsel shall present their lodestar and costs reports in the final approval papers  
23 when seeking Court approval of their Class Counsel Fees Award and costs. For the purposes of  
24 preliminary approval, Class Counsel notes that the 35% request is in accordance with the percentages  
25 approved by California courts (including this Court in similar cases), and is warranted considering  
26 the nature of this case.

27          91.     In this case, there was no guarantee of compensation or reimbursement. Instead, Class  
28 Counsel has undertaken all the risks of this litigation on a completely contingent-fee basis. The

1 inherent risk of proving liability and damages on a class-wide basis and Defendant's representation  
2 by skillful counsel confronted Class Counsel with the prospect of recovering nothing or close to  
3 nothing for their commitment to and investment in the case. Nevertheless, Plaintiffs and Class  
4 Counsel have committed themselves to developing and pressing Plaintiffs' claims to enforce their  
5 fellow employees' rights and maximize the Class recovery. This commitment and the risks involved  
6 are precisely the reasons for multipliers in contingency-fee cases. As Class Members will receive a  
7 significant payment if the Settlement is approved, Class Counsel seeks a reasonable fee award for  
8 their efforts and the risk they have assumed.

9       92. Attorneys who litigate on a wholly or partially contingent basis expect to receive  
10 significantly higher effective hourly rates in cases where compensation is contingent on success,  
11 particularly in hard-fought cases where, like in the case at bar, the result is uncertain. This does not  
12 result in any windfall or undue bonus. In the legal marketplace, a lawyer who assumes a significant  
13 financial risk on behalf of a client rightfully expects that his or her compensation will be significantly  
14 greater than if no risk was involved (*i.e.*, if the client paid the bill monthly), and that the greater the  
15 risk, the greater the "enhancement." Adjusting court-awarded fees upward in contingent-fee cases to  
16 reflect the risk of recovering no compensation whatsoever for hundreds of hours of labor simply  
17 makes those fee awards consistent with the legal marketplace, and in so doing, helps to ensure that  
18 meritorious cases will be brought to enforce important public interest policies and that clients who  
19 have meritorious claims will be better able to obtain qualified counsel.

20       93. Moreover, due to Class Counsel's efforts and success on Plaintiff Olson's certified  
21 claim, Defendant modified their existing policies as to their wage statements as a result. This change  
22 in policy entitles Class Counsel to statutory penalties.

23       94. Reasonable litigation expenses are ordinarily included with an award of attorneys' fees  
24 pursuant to California wage-and-hour law. Class Counsel's expenses were reasonable, necessary to  
25 the prosecution, and of the type customarily billed to fee-paying clients.

## 26 **VI. THE CLASS SHOULD BE CERTIFIED FOR SETTLEMENT PURPOSES**

27       95. Plaintiffs have defined the Class according to objective criteria in the settlement.  
28 Plaintiffs contend the Class Members are easily identifiable and can be easily located from

1 Defendant's records. With respect to numerosity, the Class consists of approximately 1,556  
2 individuals. Plaintiffs contend that this size clearly renders the class so large as to make joinder  
3 impracticable.

4 96. Plaintiffs contend that Defendant's class-wide policies and procedures raise common  
5 issues of law and fact that are applicable to all of Defendant's non-exempt employees, including  
6 Plaintiffs and the Class Members' claims.

7 97. Plaintiffs allege that Defendant has uniform policies applicable to all hourly,  
8 nonexempt employees. These include Defendant's policies and practices with respect to timekeeping,  
9 determining off-the-clock COVID-19 screening time, meal and rest breaks, and business  
10 reimbursements.

11 98. Plaintiffs contend that their claims are typical of those of all other Class Members  
12 because Plaintiffs were subject to the same alleged policies and practices that form the basis of the  
13 claims asserted in this case.

14 99. Plaintiffs contend that their interests are exactly in line with those of the Class.  
15 Plaintiffs have agreed to prosecute this case with the interests of the Class in mind and understand  
16 their responsibilities, and there are no conflicts between Plaintiffs and the Class Members.  
17 Furthermore, Plaintiffs are represented by counsel with extensive experience in class-action and  
18 employment litigation, including wage-and-hour class actions, and Class Counsel does not have any  
19 conflict with the Class.

## 20 **VII. THE PROPOSED NOTICE PROVIDES ADEQUATE NOTICE TO THE CLASS**

21 100. The proposed Notice of Class Action Settlement, attached as **Exhibit 1** to the  
22 Settlement, is "the best notice practicable."

23 101. The proposed Class Notice is clear and straightforward, and provides information on  
24 the case, the meaning and nature of the proposed Settlement, its terms and provisions, and the rights  
25 of the Class Members to participate, opt out, and object. It describes the monetary awards that the  
26 Settlement will provide to the Class Members, how the awards were calculated, and the Class release.  
27 It also provides the date, time, and location of the Final Approval Hearing, and the identity and contact  
28 information for Class Counsel. Plaintiffs submit that the Class Notice complies with the standards of

1 fairness, completeness, and neutrality required of a settlement class notice disseminated under  
2 authority of the Court.

3  
4 I declare under penalty of perjury under the laws of the State of California that the foregoing  
5 is true and correct. Executed on this 2nd day of April 2026 at San Diego, California.

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7 

8 \_\_\_\_\_  
9 Esther L. Bylsma  
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# **EXHIBIT A**

1        **SETTLEMENT AGREEMENT OF CLASS ACTION AND PRIVATE ATTORNEYS**

2                                **GENERAL ACT CLAIMS**

3                This Settlement Agreement of Class Action and Private Attorneys General Act Claims is  
4 made between Martin Olson (“Olson”), Richard Turrietta (“Turrietta”), Donald Tvrdik  
5 (“Tvrdik”), and Arturo Valdivia Sr. (“Valdivia”) (together “Plaintiffs”, individually “Plaintiff”)  
6 as individuals, and/or on behalf of all others similarly situated, and/or on behalf of the State of  
7 California and all other allegedly aggrieved employees pursuant to the Private Attorneys General  
8 Act, on the one hand, and defendant GKN Aerospace Chem-tronics, Inc. (“Defendant”)  
9 (Plaintiffs and Defendant collectively constitute the “Parties” and individually, a “Party”) on the  
10 other hand, in the Lawsuits pending in San Diego County Superior Court (as defined below).  
11 This Settlement was reached following a mediation conducted on January 8, 2026, which  
12 followed another mediation conducted on March 11, 2025.

13        **I.        DEFINITIONS**

14                **A.**        “Agreement” or “Settlement” or “Settlement Agreement” means this Settlement,  
15 Agreement of Class Action and Private Attorneys General Act Claims, and all exhibits attached  
16 hereto and incorporated herein, including all subsequent amendments agreed to in writing by the  
17 Parties and any exhibits to such amendments.

18                **B.**        “Class Counsel” means Tara Zabehe at Lawyers for Justice, PC; Carolyn Hunt  
19 Cottrell, Esther Bylsma, and Sandra Acosta Tello at Schneider Wallace Cottrell Kim LLP; and  
20 Samuel A. Wong, Kashif Haque, and Jessica L. Campbell at Aegis Law Firm, PC.

21                **C.**        “Class Counsel Costs Award” means the amount not to exceed \$90,000.00  
22 (Ninety Thousand Dollars and Zero Cents) to be paid from the Gross Settlement Amount, subject  
23 to approval by the Court, for Class Counsel’s litigation costs and expenses incurred in  
24 investigation, litigation, and resolution of the Lawsuits, and administration of the Settlement,  
25 including anticipated costs incurred through Final Approval and disbursement of payments under  
26 this Settlement Agreement and obtaining entry of the judgment terminating the Lawsuits.  
27 Defendant shall not oppose or otherwise object to any request made consistent with this  
28 paragraph.

1           **D.**     “Class Counsel Fees Award” means the amount not to exceed thirty-five percent  
2 (35%) of the Gross Settlement Amount, to be paid from the Gross Settlement Amount, subject to  
3 approval by the Court, for Class Counsel’s attorneys’ fees incurred in investigation, litigation,  
4 and resolution of the Lawsuit, and administration of the Settlement, including anticipated fees  
5 incurred through Final Approval and disbursement of payments under this Settlement Agreement  
6 and obtaining entry of the judgment terminating the Lawsuit. Defendant shall not oppose or  
7 otherwise object to any request made consistent with this paragraph.

8           **E.**     “Class Members” mean all individuals who are or were employed by Defendant  
9 as non-exempt employees in California at any time during the Class Period. The “Class Period”  
10 is defined below to mean the period from July 27, 2018, through the date of preliminary approval  
11 by the Court.

12           **F.**     “Class Member Payments” means the amount payable from the Class Payout  
13 Fund to each Class Member. Class Member Payments are separate and distinct from the  
14 Individual PAGA Payments that will be paid to PAGA Settlement Members.

15           **G.**     “Class Payout Fund” means all funds remaining from the Gross Settlement  
16 Amount after deducting the Court-awarded Plaintiffs Enhancement Payment, Class Counsel Fees  
17 Award, Class Counsel Costs Award, Settlement Administration Costs, and PAGA Amount.

18           **H.**     “Class Period” means the time period from July 27, 2018 through the date of  
19 preliminary approval by the Court.

20           **I.**     “Class Settlement” means the non-PAGA portion of the settlement embodied in  
21 this Settlement Agreement to settle and resolve the Settlement Class Released Claims of  
22 Settlement Class Members.

23           **J.**     “Court” means the Superior Court of California for the County of San Diego,  
24 located at San Diego, CA, where the Lawsuits are currently pending.

25           **K.**     “Defendant’s Counsel” means Matthew W. Holder and Adam R. Rosenthal of  
26 Sheppard, Mullin, Richter & Hampton LLP, 12275 El Camino Real, San Diego, California  
27 92130.

28           **L.**     “Effective Date” means the date by which the Settlement and judgment becomes

1 final. For purposes of this Settlement Agreement, the Settlement and judgment “becomes final”  
2 only after the Court grants the Motion for Final Approval of the Settlement and upon service of  
3 the Notice of Entry of Order and/or Judgment, and upon the latter of: (i) if no appeal, or other  
4 challenge is filed, the sixty-first (61st) day following Notice of Entry of the Court’s Order and/or  
5 Judgment; (ii) the date of affirmance of an appeal of the Order Granting Final Approval and/or  
6 Judgment becomes final under the California Rules of Court; or (iii) the date of final dismissal of  
7 any appeal from the Order Granting Final Approval and/or Judgment or the final dismissal of  
8 any proceeding on review of any court of appeal decision relating to the Order Granting Final  
9 Approval and/or Judgment. In this regard, it is the intention of the Parties that the Settlement  
10 shall not become effective, and Defendant will not be obligated to fund this Settlement, until the  
11 Court’s order approving the Settlement becomes final, and there is no further recourse by an  
12 appellant, objector, or intervenor who seeks to contest the Settlement.

13 **M.** “Employee List” means the list of all Employees that Defendant will diligently  
14 and in good faith compile from its records to accurately reflect Employees’ last-known full  
15 names, mailing address, telephone number, last four digits of Social Security number,  
16 Workweeks, and Pay Periods.

17 **N.** “Employees” means the Class Members and PAGA Settlement Members  
18 collectively.

19 **O.** “Final Approval” means the Court’s order granting final approval of the  
20 Settlement Agreement.

21 **P.** “Gross Settlement Amount” means a non-reversionary common fund to be paid  
22 jointly and severally by the Defendant in the amount of Two Million Two Hundred and Fifty  
23 Thousand Dollars (\$2,250,000.00), subject to increase pursuant to Section III.I.6.b herein, and  
24 includes without limitation any and all payments Defendant may be responsible for under the  
25 Settlement including Class Counsel Fees Award, Class Counsel Costs Award, Plaintiffs  
26 Enhancement Payment, Class Member Payments, the PAGA Amount (which includes payment  
27 to the LWDA and PAGA Settlement Members), Settlement Administration Costs, and  
28 employee-side payroll taxes. Defendant will be required to separately pay, in addition to the

Gross Settlement Amount, the employer's share of any payroll taxes and contributions due and owing on the wages portion of Class Member Payments as a result of the Settlement.

**Q.** "Individual PAGA Payment" means the amount of the PAGA payment that is payable to each PAGA Settlement Member. Class Member Payments are separate and distinct from the Individual PAGA Payments that will be paid to PAGA Settlement Members.

**R.** "Lawsuits" means the three lawsuits entitled (1) *Martin Olson et al. v. GKN Aerospace Chem-tronics, Inc.*, San Diego County Superior Court Case No. 37-2022-00029653 (hereinafter the "Olson/Turrietta Lawsuit"), (2) *Martin Olson et al. v. GKN Aerospace Chem-tronics, Inc.*, San Diego County Superior Court Case No. 37-2022-00029655 (hereinafter the "Olson PAGA Lawsuit"), and (3) *Donald J. Tvrdik v. GKN Aerospace Chem-tronics, Inc.*, San Diego County Superior Court Case No. 37-2023-00031782 (hereinafter the "Tvrdik Lawsuit").

**S.** "LWDA" means the California Labor and Workforce Development Agency.

**T.** "Plaintiffs Enhancement Payment" means the not-to-exceed Ten Thousand Dollars (\$10,000) to be paid to each of the Plaintiffs, respectively, for their time and effort spent pursuing the Lawsuits, for the risks associated with suing Defendant, and for their agreement to enter into a general release of all claims. Defendant shall not oppose or otherwise object to any requests made consistent with this paragraph.

**U.** "PAGA" means the California Private Attorneys General Act, California Labor Code §§ 2698 *et seq.*

**V.** "PAGA Amount" means the payment to the LWDA and the PAGA Settlement Members in settlement of all claims for PAGA penalties, as defined in Section III.C.3 of this Settlement Agreement.

**W.** "PAGA Period" means the time period beginning May 23, 2021 through the date of preliminary approval by the Court.

**X.** "PAGA Settlement" means the PAGA portion of the settlement identified in this Settlement Agreement, to settle and resolve the PAGA Released Claims of the State the California with respect to the PAGA Settlement Members.

**Y.** "PAGA Settlement Members" means all individuals who are or were employed

1 by Defendant as non-exempt employees in California at any time during the PAGA Period.

2 **Z.** “Pay Periods” means the number of full pay periods that PAGA Settlement  
3 Members worked in California for Defendant in a non-exempt or hourly position during the  
4 PAGA Period, exclusive of breaks in service or leaves of absence.

5 **AA.** “Qualified Settlement Account” means the account established by the Settlement  
6 Administrator pursuant to Internal Revenue Code section 1.468B-1.

7 **BB.** “Released Parties” means Defendant and each of its past, present and future  
8 agents, employees, servants, officers, directors, managing agents, members, owners (whether  
9 direct or indirect, including but not limited to Melrose Industries), partners, trustees,  
10 representatives, shareholders, stockholders, attorneys, parents, subsidiaries, corporate affiliates,  
11 and potential and alleged joint employers, divisions, assigns, predecessors, successors, insurers,  
12 and all of their respective past, present and future employees, directors, officers, members,  
13 owners, agents, representatives, payroll agencies and providers, attorneys, stockholders,  
14 fiduciaries, parents, subsidiaries, and assigns.

15 **CC.** “Settlement Administration Costs” means the costs payable from the Gross  
16 Settlement Amount, subject to Court approval, to the Settlement Administrator for administering  
17 the Settlement, including, but not limited to, the Settlement Administrator’s responsibilities  
18 outlined in this Settlement Agreement, and which shall not exceed \$14,950.00 (Fourteen  
19 Thousand, Nine Hundred and Fifty Dollars and Zero Cents). Defendant shall not oppose or  
20 otherwise object to any request made consistent with this paragraph.

21 **DD.** “Settlement Administrator” means Phoenix Class Action Administration  
22 Solutions, whom the Parties mutually agree shall be responsible for the administration of the  
23 Settlement, distribution of any amounts owed under this Settlement, and matters necessarily  
24 related thereto, pursuant to the terms of this Settlement Agreement.

25 **EE.** “Settlement Class” means a conditionally-certified class consisting of Settlement  
26 Class Members.

27 **FF.** “Settlement Class Member” means any Class Member who does not submit a  
28 timely and valid Request for Exclusion from the Settlement Class.

1           **GG.**   “Workweeks” means the number of full workweeks that a Class Member worked  
2 in California for Defendant in a non-exempt or hourly position during the Class Period, exclusive  
3 of breaks in service or leaves of absence.

## 4       **II.     RECITALS**

### 5           **A.     Background and Procedural History**

6           1.       Olson filed his two lawsuits against Defendant—one of which was a  
7 putative wage and hour class action, and the other of which contained only a PAGA claim—on  
8 or about July 27, 2022. The two lawsuits were later consolidated on March 10, 2023. Olson’s  
9 claims included unpaid overtime, unpaid meal and rest period premiums, failure to pay wages,  
10 final wages not paid timely, non-compliant wage statements, failure to keep requisite payroll  
11 records, unreimbursed business expenses, unfair business practices, and violation of the PAGA  
12 statute. On April 22, 2022, Olson had earlier filed a notice with the LWDA pursuant to Labor  
13 Code section 2699.3, stating he intended to serve as a proxy of the LWDA to recover civil  
14 penalties for various alleged Labor Code violations (“Olson PAGA Notice”).

15           2.       On July 26, 2023, Tvrdik filed his own lawsuit against Defendant.  
16 Tvrdik’s claims included failure to pay minimum wages, failure to pay overtime, failure to  
17 provide meal periods, failure to permit rest breaks, failure to reimburse business expenses, failure  
18 to provide accurate itemized wage statements, failure to pay wages timely during employment,  
19 and unfair business practices. On July 26, 2023, Tvrdik also filed a notice with the LWDA  
20 pursuant to Labor Code section 2699.3, stating he intended to serve as a proxy of the LWDA to  
21 recover civil penalties for various alleged Labor Code violations (“Tvrdik PAGA Notice”).  
22 Tvrdik later amended his lawsuit to add a PAGA claim.

23           3.       The Tvrdik Lawsuit was declared related to the Olson/Turrietta Lawsuit  
24 and Olson PAGA Lawsuit, and assigned to the same Court. The cases were not consolidated,  
25 however. Eventually, both the Schneider Wallace firm and the Aegis firm became counsel in all  
26 cases, with Lawyers for Justice remaining counsel in only the two lawsuits originally filed by  
27 Olson.

28           4.       On August 16, 2024, at Olson’s request, the Court certified a class defined

1 as “all current and former hourly, non-exempt employees of GKN Aerospace Chem-tronics Inc.  
2 who worked at the El Cajon, California location and earned shift/lead differentials at any time  
3 during the period of July 27, 2018 until the resolution of this action,” as to the claim that GKN  
4 failed to provide proper wage statements under California Labor Code section 226. However,  
5 the Court also ruled that Olson was not an adequate representative on the certified claim.  
6 Turrietta was later added to the Olson/Turrietta Lawsuit via amendment in order to serve as the  
7 class representative for the certified class.

8           5.       On September 2024, the Parties subsequently agreed to mediate Plaintiffs’  
9 class and PAGA claims in the Lawsuits. The Parties thereafter engaged in additional informal  
10 and formal discovery to further understand the nature of the allegations and potential scope of  
11 liability. For example, Defendant provided Plaintiff’s counsel with additional pertinent data for  
12 Class Members, as well as relevant documents, so the Parties could further investigate the claims  
13 at issue and understand their strengths and weaknesses. This included timekeeping records,  
14 payroll records, relevant policies and forms, and class data points.

15           6.       On March 11, 2025, Plaintiffs and Defendant attended a full-day  
16 mediation with the highly-respected and experienced wage and hour class action and PAGA  
17 mediator Monique Ngo-Bonnici of Signature Resolution, in an effort to explore a global  
18 resolution of the Lawsuits. The Parties did not settle at the time

19           7.       Subsequently, the Parties continued to actively litigate the Lawsuits,  
20 including via continuing discovery and motion practice. In December 2025, trial was set in the  
21 Olson/Turrietta Lawsuit for March 2027. Defendant also filed a motion for summary  
22 adjudication of the certified claim, to be heard in April 2026. In December 2025, the Court set a  
23 deadline in April 2026 for Tvrdik to file a motion for class certification.

24           8.       On January 8, 2026, the Parties then participated in another half-day  
25 mediation with Ms. Ngo-Bonnici. At the conclusion of the second mediation session, the Parties  
26 had not settled. However, following subsequent further negotiations, on January 13, 2026, the  
27 Parties reached an arms-length negotiated settlement to resolve Plaintiffs’ claims on a class-wide  
28 basis.

1           **B.**     Throughout the pendency of the Lawsuits, the Parties formally and informally  
2 exchanged documents and information, including for settlement purposes in connection with the  
3 two mediations. Based on a thorough investigation and evaluation of these matters, Class  
4 Counsel and Plaintiffs have concluded that the Settlement with Defendant for the consideration  
5 and on the terms set forth in this Settlement Agreement is fair, reasonable, adequate, and is in the  
6 best interest of the Employees in light of all known facts and circumstances, including the risk of  
7 significant delay, and the defenses asserted by Defendant.

8           **C.**     Plaintiffs have fully investigated the factual and legal bases for the causes of  
9 action asserted in the Lawsuits. As a result of Plaintiffs' investigation, Plaintiffs continue to  
10 believe their claims are viable and that Defendant violated the California Labor Code and/or the  
11 relevant IWC Wage Order(s). Defendant has denied all allegations and contends that the claims  
12 asserted in the Lawsuits have no merit and cannot give rise to liability on behalf of Defendant.  
13 Given the disagreement between the Parties as to the viability of these claims, the Parties believe  
14 the Settlement provided for herein is a fair, adequate, and reasonable settlement.

15           **D.**     Plaintiffs recognize the expense and length of continued proceedings necessary to  
16 continue the litigation against Defendant through trial and through any possible appeals.  
17 Plaintiffs have also taken into account the uncertainty and risk of the outcome of further  
18 litigation, and the difficulties and delays inherent in such litigation. Plaintiffs are also aware of  
19 the burdens of proof necessary to establish liability for the claims asserted in the Lawsuits,  
20 Defendant's defenses thereto, and the difficulties in establishing damages and entitlement to  
21 penalties and other monetary recovery for Employees. Plaintiffs have also taken into account the  
22 informal discovery undertaken and settlement negotiations conducted, which negotiations  
23 resulted in the material settlement terms set forth herein. Based on the foregoing, Plaintiffs have  
24 determined that the Settlement set forth in this Settlement Agreement is a fair, adequate, and  
25 reasonable settlement, and is in the best interests of Employees.

26           **E.**     Defendant has concluded that any further defense of this litigation would be  
27 protracted and expensive for all Parties. Defendant has devoted substantial amounts of time,  
28 energy and resources to the defense of the claims asserted in the Lawsuits and, unless this

1 Settlement is made, will continue to do so for the foreseeable future. For these reasons,  
2 Defendant has agreed to settle the matters upon the terms set forth in this Settlement Agreement,  
3 to put to rest the claims as set forth in the Lawsuits.

4 **F.** Defendant has denied and continues to deny each of the claims and contentions  
5 alleged in the Lawsuits. Defendant has repeatedly asserted and continues to assert defenses  
6 thereto, and has expressly denied and continues to deny any wrongdoing or legal liability arising  
7 out of any of the facts or conduct alleged in the Lawsuits. Defendant also has denied and  
8 continues to deny, *inter alia*, the allegations that Employees have suffered damages and/or are  
9 entitled to any penalties under the law; that Defendant failed to properly provide meal and rest  
10 periods; that Defendant improperly failed to pay Employees all wages owed, including reporting  
11 time wages, minimum wages and overtime wages; that Defendant failed to timely pay all wages  
12 due and owed at the separation of employment; that Defendant provided Employees with non-  
13 compliant wage statements; that Defendant violated any provisions of the California Labor Code  
14 or any IWC Wage Order; that Defendant engaged in any unlawful, unfair or fraudulent business  
15 practices; that Defendant engaged in any other wrongful conduct as alleged in the Lawsuit; or  
16 that Employees were harmed by the conduct alleged in the Lawsuits. Neither this Settlement  
17 Agreement, nor any document referred to or contemplated herein, nor any action taken to carry  
18 out this Settlement Agreement, is, may be construed as, or may be used as an admission,  
19 concession or indication by or against Defendant of any fault, wrongdoing, or liability  
20 whatsoever.

21 **G.** Plaintiffs claim and continue to claim that the claims released by this Settlement  
22 Agreement have merit and give rise to liability on the part of Defendant. Neither this Settlement  
23 Agreement nor any documents referred to herein, or any action taken to carry out this Settlement  
24 Agreement is or may be construed as or may be used as an admission by or against Employees or  
25 Class Counsel as to class suitability and/or the merits or lack thereof of the claims asserted.

26 **H.** The Parties stipulate, subject to the approval of the Court, that the Lawsuits are  
27 being compromised and settled pursuant to the terms and conditions set forth in this Settlement  
28 Agreement.

1 **III. SETTLEMENT TERMS**

2 **A. Cooperation.** The Parties will cooperate in obtaining through an unopposed  
3 motion to be filed as soon as possible, an order from the Court preliminarily approving this  
4 Settlement. The Parties further agree to fully cooperate in the drafting and/or filing of any  
5 further documents or filings reasonably necessary to be prepared or filed, shall take all steps that  
6 may be requested by the Court relating to, or that are otherwise necessary to the approval and  
7 implementation of this Settlement Agreement and shall otherwise use their respective best efforts  
8 to obtain the Court's certification of the Class for purposes of this Settlement, as well as Court  
9 approval of and implementation of this Settlement Agreement.

10 **B. Funding and Allocation of Settlement**

11 1. Settlement Accounting. No more than ten (10) days after the Effective  
12 Date, or reasonable time thereafter, the Settlement Administrator will provide the Parties with an  
13 accounting of all anticipated payments to be issued from the Qualified Settlement Account,  
14 including: (a) Class Member Payments to Settlement Class Members, (b) the PAGA Amount  
15 (separated as payments to the LWDA and the Individual PAGA Payments to PAGA Settlement  
16 Members); (c) the Plaintiffs Enhancement Payment; (d) the Class Counsel Fees Award and Class  
17 Counsel Costs Award to Class Counsel, and (e) Settlement Administration Costs to the  
18 Settlement Administrator, all as specified in this Settlement Agreement and approved by the  
19 Court ("Settlement Accounting").

20 2. Funding the Settlement. Within twenty-one (21) days after receipt of the  
21 Settlement Accounting from the Settlement Administrator, and solely for purposes of this  
22 Settlement, Defendant shall wire the Gross Settlement Amount, and all associated employer  
23 payroll taxes into the Qualified Settlement Account, for distribution in accordance with the terms  
24 of this Settlement Agreement (the "Funding"). At no time shall Defendant have the obligation to  
25 segregate the funds comprising the Gross Settlement Amount from other assets and will retain  
26 exclusive authority over, and responsibility for, those funds until the Funding.

27 **C. Payments from the Gross Settlement Amount**

28 1. Plaintiffs Enhancement Payment. The Settlement Administrator shall pay

1 from the Qualified Settlement Account the Plaintiffs Enhancement Payment within fourteen (14)  
2 days of the Funding by check or wire to an account designated by Class Counsel. Plaintiffs  
3 agree to provide the Settlement Administrator (and not Defendant) with an executed IRS Form  
4 W-9 within five (5) days after the Funding and before the Plaintiffs Enhancement Payments are  
5 issued. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiffs for this  
6 payment. Plaintiffs shall be solely and legally responsible for paying any and all applicable taxes  
7 on the Plaintiffs Enhancement Payment and shall indemnify, defend, and hold Defendant  
8 harmless from any claim or liability for taxes, penalties, or interest arising as a result of the  
9 Plaintiffs Enhancement Payment. The Plaintiffs Enhancement Payment shall be in addition to  
10 any Class Member Payments or Individual PAGA Payments that Plaintiffs receive as a  
11 Settlement Class Member and/or PAGA Settlement Member. If the Court awards the Plaintiffs  
12 Enhancement Payment in less than the amount agreed upon in this Settlement Agreement, the  
13 unawarded amount shall remain in the Class Payout Fund and be distributed to Settlement Class  
14 Members.

15           2.     Class Counsel's Attorneys' Fees and Costs. Class Counsel will request a  
16 Class Counsel Fees Award of up to thirty-five percent (35%) of the Gross Settlement Amount,  
17 projected to be Seven Hundred and Eighty-Seven Thousand Five Hundred Dollars and Zero  
18 Cents (\$785,500.00), and will seek a Class Counsel Costs Award for reimbursement of Class  
19 Counsel's actual out-of-pocket costs and expenses incurred pursuing the Lawsuit, not to exceed  
20 \$90,000.00 (Ninety Thousand Dollars and Zero Cents). Class Counsel shall submit a declaration  
21 to the Court regarding the costs incurred and/or expected to be incurred in the Lawsuits. Class  
22 Counsel shall be solely responsible for the division and distribution of any and all court-  
23 approved Class Counsel Fees Award and Class Counsel Costs Award.

24           a.     The Settlement Administrator shall pay to Class Counsel any Class  
25 Counsel Fees Award or Class Counsel Costs Award within fourteen (14) days of the Funding,  
26 either by check or by wire to an account designated by Class Counsel. Class Counsel agrees to  
27 provide the Settlement Administrator (and not Defendant) with executed IRS Forms W-9 within  
28 five (5) business days after the Funding Date and before payments of the Class Counsel Fees

1 Award and Costs Award are issued. The Settlement Administrator shall issue IRS Forms 1099  
2 to Class Counsel for the payments made pursuant to this section. Class Counsel shall be solely  
3 and legally responsible for paying any and all applicable taxes on the respective portion of the  
4 Class Counsel Fees Award and Class Counsel Costs Award and shall indemnify, defend, and  
5 hold Defendant harmless from any claim or liability for taxes, penalties or interest arising as a  
6 result of any payments received by Class Counsel pursuant to this Settlement Agreement. If the  
7 Court awards a Class Counsel Fees Award and/or a Class Counsel Costs Award in an amount  
8 that is less than the amount provided under this Settlement, the unawarded amounts shall remain  
9 in the Class Payout Fund and be distributed to Settlement Class Members. This Settlement is not  
10 contingent upon the Court awarding Class Counsel any particular amount of Class Counsel Fees  
11 Award or Class Counsel Costs Award.

12                   b.       Neither Class Counsel nor any other current or past counsel for  
13 Plaintiffs shall be permitted to petition the Court for, or accept, any additional payments for fees,  
14 costs, or interest, and the Class Counsel Fees Award and Class Counsel Costs Award approved  
15 by the Court contemplated by this Settlement Agreement shall be for all claims for attorneys'  
16 fees and costs whenever incurred, including past and present fees and costs incurred in the  
17 Lawsuits to date and through and including the Effective Date, as well as final distribution of all  
18 payments under this Settlement Agreement and through and after final judgment. The Funding  
19 shall constitute full satisfaction of the obligation to pay any amounts to any person, attorney or  
20 law firm for attorneys' fees, expenses or costs in the Lawsuit incurred by any attorney on behalf  
21 of Plaintiffs and/or any of the Employees, and shall relieve Defendant and Defendant's Counsel  
22 of any other claims or liability to any other attorney or law firm for any attorneys' fees, expenses  
23 and/or costs to which any of them may claim to be entitled on behalf of Plaintiffs and/or the  
24 Employees in connection with the claims released in this Settlement. Further, payment of the  
25 Class Counsel Fees Award and Class Counsel Costs Award to Class Counsel as set forth herein  
26 shall relieve the Employees, the Settlement Administrator, and the Qualified Settlement Account  
27 of any other claims or liability to any other attorney or law firm for any attorneys' fees, expenses  
28 and/or costs to which any of them may claim to be entitled on behalf of Plaintiffs and/or the

1 Employees in connection with the claims released in this Settlement.

2 3. PAGA Amount. The PAGA Amount is Forty-Five Thousand Dollars and  
3 Zero Cents (\$45,000.00), which the Parties have agreed is to be paid in settlement of all PAGA  
4 claims released in this Settlement Agreement, which shall be allocated as follows:

5 a. Within fourteen (14) days of the Funding, the Settlement  
6 Administrator shall pay from the Qualified Settlement Account Thirty-Three Thousand Seven  
7 Hundred Fifty Dollars and Zero Cents (\$33,750.00) to the LWDA (“LWDA Payment”). This  
8 amount is seventy-five percent (75%) of the Forty-Five Thousand Dollar (\$45,000.00) PAGA  
9 Amount.

10 b. The remaining twenty-five percent (25%) of the PAGA Amount,  
11 Eleven Thousand Two Hundred Fifth Dollars and Zero Cents (\$11,250.00), shall be distributed  
12 to all PAGA Settlement Members, with each receiving a *pro rata* share based on the number of  
13 Pay Periods worked during the PAGA Period. To establish the Pay Period Value (as defined  
14 below), the Settlement Administrator will first determine the total number of Pay Periods worked  
15 by the PAGA Settlement Members during the PAGA Period. The “Pay Period Value” means  
16 25% of the PAGA Amount divided by the total number of Pay Periods worked by PAGA  
17 Settlement Members during the PAGA Period. The Pay Period Value will be rounded to the  
18 nearest cent. The amount of the Individual PAGA Payment to be paid to each PAGA Settlement  
19 Member will be determined by multiplying the Pay Period Value by the total number of Pay  
20 Periods each PAGA Settlement Member worked during the PAGA Period. There is no need for  
21 a PAGA Settlement Member to submit a claim form in order to be eligible for and to receive an  
22 Individual PAGA Payment.

23 c. The portion of the PAGA Amount paid to the PAGA Settlement  
24 Members shall be treated entirely as penalties. If for any reason additional funds are allocated to  
25 the PAGA Amount, such monies shall be drawn from other amounts in this Settlement with the  
26 other components of the Gross Settlement Amount being reduced proportionately, excluding the  
27 Class Counsel Fees Award and the Class Payout Fund, but the Gross Settlement Amount will not  
28 exceed Two Million Two Hundred and Fifty Thousand Dollars (\$2,250,000.00).

1                   4.     Settlement Administration Costs. The Settlement Administrator shall pay  
2 from the Qualified Settlement Account the Court-approved Settlement Administration Costs,  
3 within fourteen (14) days of the Funding, in an amount not to exceed Fourteen Thousand Nine  
4 Hundred and Fifty Dollars and Zero Cents (\$14,950.00).

5                   5.     Calculation of Class Member Payments. All Settlement Class Members  
6 will receive a Class Member Payment, paid from the Class Payout Fund. The amount of each  
7 Class Member Payment will be calculated on a *pro rata* basis, based on the number of  
8 Workweeks each Settlement Class Member worked during the Class Period. To establish the  
9 Workweek Value (as defined below), the Settlement Administrator will first determine the total  
10 number of Workweeks worked by the Settlement Class Members during the Class Period. The  
11 “Workweek Value” means the Class Payout Fund divided by the total number of Workweeks  
12 worked by Settlement Class Members during the Class Period. The Workweek Value will be  
13 rounded to the nearest cent. The Class Member Payment to each Settlement Class Member will  
14 be determined by multiplying the Workweek Value by the total number of Workweeks each  
15 Settlement Class Member worked during the Class Period. The total of all Class Member  
16 Payments to all Settlement Class Members shall equal the Class Payout Fund. There is no need  
17 for a Settlement Class Member to submit a claim form in order to be eligible for and to receive a  
18 Class Member Payment. Class Member Payments will be reduced by any required deductions  
19 for each Settlement Class Member, including employee-side tax withholdings and/or deductions.

20                   6.     Method and Timing of Payments to Settlement Class Members and PAGA  
21 Settlement Members.

22                   a.     Class Member Payments and the Individual PAGA Payments will  
23 be mailed to the Employees’ last known address contained in the Employee List (subject to  
24 address update by skip-trace search conducted prior to the mailing of the Class Notice, and any  
25 other address update that occurs thereafter), by First Class U.S. Mail within fourteen (14)  
26 calendar days following the Funding Date.

27                   b.     Checks paid to Settlement Class Members and PAGA Settlement  
28 Members shall remain valid and negotiable for one-hundred eighty (180) calendar days from the

1 date of their issuance. After one-hundred eighty (180) calendar days from the date of mailing,  
2 the uncashed checks, plus any accrued interest that has not been distributed pursuant to the Order  
3 of this Court, shall be voided by the Settlement Administrator and the Settlement Administrator  
4 will take all steps necessary to ensure that the proceeds from the uncashed check(s), including  
5 unpaid cash residue(s), or other unclaimed or abandoned fund(s), shall be distributed by the  
6 Settlement Administrator to the California State Controller's Office Unclaimed Property Fund in  
7 the name of the Settlement Class Member and/or PAGA Settlement Member.

8           7.     No Effect on Employee Benefits. The Plaintiffs Enhancement Award,  
9 Class Member Payments, and Individual PAGA Payments paid to Plaintiffs, Settlement Class  
10 Members, and PAGA Settlement Members shall be deemed not to be pensionable earnings and  
11 shall not have any effect on the eligibility for, or calculation of, any employee benefits (e.g.,  
12 vacations, holiday pay, retirement plans, etc.) of the respective Plaintiffs, Employees, or  
13 Settlement Class Members. The Parties agree that any Plaintiffs Enhancement Award, Class  
14 Member Payments, and Individual PAGA Payments paid to Plaintiffs, Settlement Class  
15 Members, and PAGA Settlement Members under the terms of this Settlement Agreement do not  
16 represent any modification of Plaintiffs', Settlement Class Members', or PAGA Settlement  
17 Members' previously credited hours of service or other eligibility criteria under any employee  
18 pension benefit plan or employee welfare benefit plan sponsored by Defendant. Further, any  
19 Plaintiffs Enhancement Award, Class Member Payments, or Individual PAGA Payments shall  
20 not be considered "compensation" in any year for purposes of determining eligibility for, or  
21 benefit accrual within, an employee pension benefit plan or employee welfare benefit plan  
22 sponsored by Defendant.

23           **D.     Taxation**

24           1.     Tax Treatment of Class Member Payments. Each Class Member Payment  
25 shall be allocated between taxable and non-taxable consideration as follows: Twenty Percent  
26 (20%) will be allocated to alleged unpaid wages (subject to employer-side taxes paid separately  
27 by Defendant) for which an IRS Form W-2 will issue, and Eighty Percent (80%) will be  
28 allocated to alleged penalties, reimbursement, and interest for which an IRS Form 1099 will

1 issue, if required by law. The Settlement Administrator will be responsible for calculating the  
2 employee-side taxes owed on the wage portion of each Class Member Payment and paying these  
3 amounts to the appropriate state and federal agencies, within the timing required by applicable  
4 state and federal law. Each Settlement Class Member shall be responsible for paying any  
5 employee-side taxes due on his or her settlement. The Settlement Administrator will also be  
6 responsible for calculating the employer's share of withholdings and taxes, including without  
7 limitation statutory Federal and California payroll and employment taxes arising from wage  
8 payments to Settlement Class Members under this Settlement Agreement. Defendant shall be  
9 responsible for paying any employer-side taxes in addition to the Class Payout Fund.  
10 Notwithstanding the treatment of the Class Payout Fund, none of the payments called for by this  
11 Settlement Agreement are to be treated as earnings or wages for any purpose under any of  
12 Defendant's benefit plans.

13           2.     Tax Treatment of PAGA Payments. The Individual PAGA Payment  
14 distributed to each PAGA Settlement Member will be treated entirely as civil penalties, and will  
15 be reported as such to each PAGA Settlement Member on an IRS Form 1099 (if required).

16           3.     Tax Liability. The Parties make no representation as to the tax treatment  
17 or legal effect of the payments called for hereunder, and the Parties, Settlement Class Members,  
18 and PAGA Settlement Members are not relying on any statement, representation, or calculation  
19 by any of the Parties or by the Settlement Administrator in this regard. Plaintiff, Settlement  
20 Class Members, and PAGA Settlement Members understand and agree that except for the  
21 employer's portion of any payroll taxes, Plaintiff, Settlement Class Members, and PAGA  
22 Settlement Members will be solely responsible for all tax reporting obligations and agree to pay  
23 all local, state and federal income taxes, penalties, interest, fines or other assessments incurred or  
24 owed, if any, in connection with the payments described herein. Plaintiff, Settlement Class  
25 Members, and PAGA Settlement Members agree to indemnify and hold Defendant, the Released  
26 Parties, Defendant's Counsel, Class Counsel, and the Settlement Administrator free and harmless  
27 from and against any liabilities, assessment of taxes, penalties, interests, fines, costs and  
28 expenses, including attorneys' fees, arising out of their failure to pay taxes due on payments

received as a result of this Settlement Agreement. Each Party to this Settlement Agreement (for purposes of this section, the “acknowledging party” and each party to this agreement other than the acknowledging party, an “other party”) acknowledges and agrees that (1) no provision of this Settlement Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon their own, independent legal counsel for advice in connection with this Settlement Agreement, (b) has not entered into this Settlement Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other Party to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney’s or adviser’s tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Settlement Agreement.

**E. Conditional Certification**

For the purposes of this Settlement Agreement only, the Parties agree to the certification of the Settlement Class. If, for any reason, the Settlement Agreement is not approved, this stipulation to certification will be void and the Parties will revert to the class certification status before the execution of the Settlement Agreement. Should the Settlement Agreement not become final, for whatever reason, the fact that the Parties were willing to stipulate to class certification as part of the Settlement shall have no bearing on, and shall not be admissible in connection with, the issue of whether a class should be certified in a non-settlement context in the Tvrdik Lawsuit, and shall have no bearing on, and shall not be admissible in connection with, the issue of whether a class should be certified in any other lawsuit.

**F. No Injunctive Relief**

1 By entering into this Settlement Defendant is not agreeing to enter into any consent  
2 decree, or agree to any provision for injunctive relief, or modify or eliminate any of its  
3 personnel, compensation, or payroll practices or policies, or adopt any new personnel,  
4 compensation, or payroll practices or policies.

5 **G. Release of Claims**

6 1. Class Member Release. As of the date Defendant funds the Gross  
7 Settlement Amount, all Settlement Class Members who do not properly opt-out of the Settlement  
8 will fully and finally release Defendant and Released Parties from any and all Class Released  
9 Claims (defined below) that arose during the Class Period. The “Class Released Claims” include  
10 all claims asserted in the Lawsuits, including as amended, and/or arising from or related to the  
11 facts and claims alleged in the Lawsuits, including as amended. The Class Released Claims  
12 include all claims for unpaid wages, including, but not limited to, failure to pay minimum wages,  
13 straight time compensation, overtime compensation, double-time compensation, and interest; the  
14 calculation of the regular rate of pay; missed/short/late/interrupted meal period, rest period,  
15 and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and  
16 permit rest periods and/or recovery periods; the calculation and payment of meal period, rest  
17 period, and/or recovery period premiums; payment for all hours worked, including off-the-clock  
18 work; wage statements; deductions; failure to reimburse business expenses; failure to pay wages  
19 timely during employment; failure to pay all wages due upon separation; unfair business  
20 practices; penalties, including, but not limited to, recordkeeping penalties, wage statement  
21 penalties, minimum-wage penalties, and waiting-time penalties; and attorneys’ fees and costs.  
22 The Class Released Claims include all claims arising under the California Labor Code  
23 (including, but not limited to, sections 200, 201, 201.1, 201.3, 201.5, 202, 203, 204, 205.5, 206,  
24 210, 216, 218, 218.5, 218.6, 221, 223, 224, 225, 225.5, 226, 226.3, 226.7, 226.8, 256, 510, 511,  
25 512, 516, 550, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198,  
26 2698 *et seq.*, 2699 *et seq.*, 2800, and 2802); the Wage Orders of the California Industrial Welfare  
27 Commission; the California Private Attorneys General Act of 2004 (“PAGA”); California  
28 Business and Professions Code section 17200, *et seq.*; the Fair Labor Standards Act (“FLSA”),

1 29 U.S.C. § 201 *et seq.*; and federal common law. This release excludes the release of claims not  
2 permitted by law.

3           2.     Release by PAGA Settlement Members. All PAGA Settlement Members,  
4 including those who timely and effectively exclude themselves from the Settlement Class, shall  
5 nevertheless be bound by the Released PAGA Claims (defined below) and shall receive a *pro*  
6 *rata* portion of 25% of the PAGA penalties. All PAGA Settlement Members, on behalf of  
7 themselves and their respective former and present representatives, agents, attorneys, heirs,  
8 administrators, successors, assigns, and the LWDA, shall release Defendant and Released Parties  
9 from all known and unknown claims for civil penalties under PAGA that were alleged, or could  
10 have been alleged, in the Lawsuits, or in the Olson and Tyrdik PAGA Notices, including but not  
11 limited to, claims relating to failure to pay minimum wages, straight time compensation,  
12 overtime compensation, double-time compensation, and interest; the calculation of the regular  
13 rate of pay; missed/short/late/interrupted meal period, rest period, and/or recovery period  
14 wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods  
15 and/or recovery periods; the calculation and payment of meal period, rest period, and/or recovery  
16 period premiums; payment for all hours worked, including off-the-clock work; wage statements;  
17 deductions; failure to reimburse business expenses; failure to pay wages timely during  
18 employment; failure to pay all wages due upon separation; unfair business practices; penalties,  
19 including, but not limited to, recordkeeping penalties, wage statement penalties, minimum-wage  
20 penalties, and waiting-time penalties; and attorneys' fees and costs; and alleged violations of  
21 Labor Code sections 200, 201, 201.1, 201.3, 201.5, 202, 203, 204, 205.5, 206, 210, 216, 218,  
22 218.5, 218.6, 221, 223, 224, 225, 225.5, 226, 226.3, 226.7, 226.8, 256, 510, 511, 512, 516, 550,  
23 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198, 2698 *et seq.*,  
24 2699 *et seq.*, 2800, and 2802 ("Released PAGA Claims"). PAGA Settlement Members'  
25 Released PAGA Claims are limited to the PAGA Period.

26           3.     General Release By Plaintiffs Only. As of the Effective Date, in addition  
27 to releasing the Settlement Released Claims and the PAGA Released Claims, Plaintiffs, in their  
28 individual capacity, fully and finally release Defendant and Released Parties from any and all

1 claims, known and unknown, under federal, state and/or local law, statute, ordinance, regulation,  
2 common law, or other source of law, including but not limited to claims arising from or related  
3 to their employment with Defendant and their compensation while an employee of Defendant  
4 (“Plaintiffs’ Released Claims”). Plaintiffs’ Released Claims include, but are not limited to, all  
5 claims asserted in the Lawsuits, including as amended, and/or arising from or related to the  
6 Lawsuits, including as amended, or the Olson and Tvrdik PAGA Notices. Plaintiffs’ Released  
7 Claims include all claims for unpaid wages, including, but not limited to, failure to pay minimum  
8 wages, straight time compensation, overtime compensation, double-time compensation, and  
9 interest; the calculation of the regular rate of pay; missed/short/late/interrupted meal period, rest  
10 period, and/or recovery period wages/premiums; failure to provide meal periods; failure to  
11 authorize and permit rest periods and/or recovery periods; the calculation and payment of meal  
12 period, rest period, and/or recovery period premiums; payment for all hours worked, including  
13 off-the-clock work; wage statements; deductions; failure to reimburse business expenses; failure  
14 to pay wages timely during employment; failure to pay all wages due upon separation; unfair  
15 business practices; penalties, including, but not limited to, recordkeeping penalties, wage  
16 statement penalties, minimum-wage penalties, and waiting-time penalties; and attorneys’ fees  
17 and costs. Plaintiffs’ Released Claims include all claims arising under the California Labor Code  
18 (including, but not limited to, sections 200, 201, 201.1, 201.3, 201.5, 202, 203, 204, 205.5, 206,  
19 210, 216, 218, 218.5, 218.6, 221, 223, 224, 225, 225.5, 226, 226.3, 226.7, 226.8, 256, 510, 511,  
20 512, 516, 550, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198,  
21 2698 *et seq.*, 2699 *et seq.*, 2800, and 2802); all claims arising under: the Wage Orders of the  
22 California Industrial Welfare Commission; PAGA; the California Business and Professions Code  
23 section 17200, *et seq.*; the California Civil Code, to include but not limited to, sections 3287,  
24 3336 and 3294; 12 CCR § 11040; 8 CCR § 11060; California Code of Civil Procedure § 1021.5;  
25 the California common law of contract; the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201  
26 *et seq.*; federal common law; and the Employee Retirement Income Security Act, 29 U.S.C. §  
27 1001, *et seq.* ( ERISA ). Plaintiffs’ Released Claims also include all claims for lost wages and  
28 benefits, emotional distress, retaliation, punitive damages, and attorneys’ fees and costs arising

1 under federal, state, or local laws for discrimination, harassment, retaliation, and wrongful  
2 termination, such as, by way of example only, (as amended) 42 U.S.C. section 1981, Title VII of  
3 the Civil Rights Act of 1964, the Americans With Disabilities Act, the Age Discrimination in  
4 Employment Act, and the California Fair Employment and Housing Act; and the law of contract  
5 and tort. Plaintiffs' Released Claims also include all claims, demands, rights, liabilities, and  
6 causes of action of every nature and description whatsoever, asserted or that might have been  
7 asserted, whether in tort, contract, or for violation of any state or federal statute, rule or  
8 regulation arising out of, relating to, or in connection with any act or omission by or on the part  
9 of any of the Plaintiffs' Released Parties committed or omitted prior to the execution hereof,  
10 asserted or that could have been asserted based upon the facts pleaded in the Lawsuits, as well as  
11 any claims relating to his employment with and/or separation from any of the Plaintiffs'  
12 Released Parties that may arise under federal, state, or local wage and hour laws, ordinances, or  
13 regulations. This release excludes the release of claims not permitted by law.

14 a. Plaintiffs' Released Claims include all claims, whether known or  
15 unknown, up until the signing of the settlement agreement. Even if Plaintiffs discover facts in  
16 addition to or different from those that they now know or believe to be true with respect to the  
17 subject matter of Plaintiffs' Released Claims, those claims will remain released and forever  
18 barred. Thus, Plaintiffs expressly waive and relinquishes the provisions, rights and benefits of  
19 section 1542 of the California Civil Code, which reads:

20  
21 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**  
22 **THAT THE CREDITOR OR RELEASING PARTY DOES**  
23 **NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**  
24 **FAVOR AT THE TIME OF EXECUTING THE RELEASE**  
25 **AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**  
26 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT**  
27 **WITH THE DEBTOR OR RELEASED PARTY.**

28 b. Notwithstanding the foregoing, Plaintiffs do not waive or release  
any claim which cannot be waived or released by private agreement. Further, nothing in this  
Settlement Agreement shall prevent Plaintiffs from filing a charge or complaint with, or from  
participating in, an investigation or proceeding conducted by the SEC, OSHA, EEOC, CRD,

1 NLRB or any other federal, state or local agency charged with the enforcement of any  
2 employment or other applicable laws. Plaintiffs, however, understand that by signing this  
3 Settlement Agreement, they each waive the right to recover any damages or to receive other  
4 relief in any claim or suit brought by or through the EEOC, the CRD or any other state or local  
5 deferral agency on his behalf to the fullest extent permitted by law, but expressly excluding any  
6 monetary award or other relief available from the SEC/OSHA, including an SEC/OSHA  
7 whistleblower award, or other awards or relief that may not lawfully be waived.

8           4.     Release of ADEA Claims. The general release of claims by Plaintiffs in  
9 Section III.G.3 of this Settlement Agreement includes a release of any claim Plaintiffs may have  
10 under the federal Older Workers Benefit Protection Act (“OWBPA”) and/or the federal Age  
11 Discrimination In Employment Act of 1967 (“ADEA”). By signing this Settlement Agreement,  
12 Plaintiffs acknowledges that:

13                   a.     Plaintiffs have had a full twenty-one (21) days within which to  
14 consider Section III.G.3 of this Settlement Agreement before executing it or have freely and  
15 knowingly waived the right to consider Section III.G.3 of this Settlement Agreement for a full  
16 twenty-one (21) days by executing the Settlement Agreement before the expiration of the  
17 twenty-one (21)-day period;

18                   b.     Plaintiffs and Defendant agree that any changes, whether material  
19 or immaterial, to Section III. G.3 of this Settlement Agreement, do not restart the running of the  
20 twenty-one (21)-day period;

21                   c.     Plaintiffs have carefully read and fully understands all provisions  
22 of Section III.G.3 of this Settlement Agreement;

23                   d.     Plaintiffs knowingly and voluntarily agree to all of the terms set  
24 forth in Section III.G.3 of this Settlement Agreement and agree to be legally bound by all of the  
25 terms set forth in Section III.G.3 of this Settlement Agreement;

26                   e.     Plaintiffs have been and hereby are advised in writing to consider  
27 the terms of Section III.G.3 of this Settlement Agreement and to consult with an attorney;

28                   f.     Prior to signing this Settlement Agreement, Plaintiffs have had the

1 opportunity to consult with counsel of their choice concerning the terms and conditions of  
2 Section III.G.3 of this Settlement Agreement and have done so or freely chosen not to do so;

3 g. Plaintiffs have a full seven (7) days following the execution of this  
4 Settlement Agreement to revoke Section III. G.3 of this Settlement Agreement. To revoke, they  
5 must deliver a written statement of revocation to Matthew Holder or Adam Rosenthal at  
6 [mholder@sheppard.com](mailto:mholder@sheppard.com) or [arosenthal@sheppard.com](mailto:arosenthal@sheppard.com), respectively, or at 12275 El Camino  
7 Real, Suite 100, San Diego, CA 92130 no later than midnight on the seventh (7<sup>th</sup>) day after they  
8 signed this Settlement Agreement. If any Plaintiff revokes within seven (7) days, he will not be  
9 entitled to the Plaintiffs Enhancement Payment, and Section III.G.3 of this Settlement  
10 Agreement shall be null and void as to that Plaintiff only. If any Plaintiff does not exercise his  
11 right to revoke Section III.G.3 of this Settlement Agreement, then this Settlement Agreement  
12 shall become effective on the date immediately following the seven-day (7) revocation period  
13 described above; and

14 h. Plaintiffs expressly understand that among the various rights and  
15 claims being waived by Section III.G.3 of this Settlement Agreement are those arising under the  
16 ADEA, but that any such claims that arise after the date of this Settlement Agreement are not  
17 waived. Although Plaintiffs are releasing claims that each may have under the OWBPA and  
18 ADEA, Plaintiffs understand that they may challenge the knowing and voluntary nature of their  
19 release in Section III.G.3 of this Settlement Agreement before a court, the Equal Employment  
20 Opportunity Commission (EEOC), NLRB, or any other federal, state or local agency charged  
21 with the enforcement of such employment laws.

## 22 **H. Settlement Administrator Responsibilities**

23 1. The Settlement Administrator shall be responsible for preparing, printing,  
24 and mailing to the Employees the Notice of Proposed Settlement of Class Action attached as  
25 **Exhibit 1** hereto (the "Class Notice") and the forms attached as Exhibits 2-3 in English;  
26 calculating Class Member Payments and Individual PAGA Payments; calculating and  
27 withholding all required state and federal taxes owed by the Settlement Class Members, PAGA  
28 Settlement Members, and Defendant; keeping track of opt-outs and objections; drafting and

1 mailing checks to Settlement Class Members and PAGA Settlement Members; distributing the  
2 Plaintiffs Enhancement Payment, Class Counsel Fees Award, Class Counsel Costs Award,  
3 LWDA Payment, and Settlement Administration Costs; providing weekly status reports to  
4 counsel for the Parties; providing a due diligence declaration for submission to the Court prior to  
5 the Final Approval hearing; and for such other tasks as the Parties mutually agree or the Court  
6 orders the Settlement Administrator to perform. The Parties each represent they do not have any  
7 financial interest in the Settlement Administrator or otherwise have a relationship with the  
8 Settlement Administrator that could create a conflict of interest.

9           2.       The Settlement Administrator shall determine, with input and assistance  
10 from Defendant's Counsel, the eligibility for, and the amounts of, Class Member Payments and  
11 Individual PAGA Payments.

12           3.       To the extent any tax returns must be filed for the Gross Settlement  
13 Amount pursuant to this Settlement Agreement, the Settlement Administrator shall cause to be  
14 timely and properly filed all informational and other tax returns, if any, necessary with respect to  
15 the Gross Settlement Amount. Such returns shall be consistent with this paragraph. Any  
16 expenses and/or costs incurred in connection with the operation and implementation of this  
17 paragraph (including, without limitation, reasonable expenses of tax attorneys, accountants or  
18 other designees retained by the Settlement Administrator as required for the preparation and  
19 filing of tax returns described in this paragraph) shall be treated as, and considered to be, a cost  
20 of administration of the Settlement and shall be paid from the Settlement Administration Costs.

21           4.       No person shall have any claim against Defendant, Defendant's Counsel,  
22 Plaintiff, Class Counsel or the Settlement Administrator based on distributions and payments  
23 made in accordance with this Settlement Agreement.

24           **I.       Notice/Approval of Settlement and Settlement Implementation.** As part of  
25 this Settlement, the Parties agree to the following procedures for obtaining preliminary approval  
26 of the Settlement, notifying Employees, obtaining final Court approval of the Settlement, and  
27 processing the settlement payments:

28           1.       Consolidation and Preliminary Approval of Settlement

1 a. The Parties have reserved April 24, 2026, for a hearing on a  
2 motion for preliminary approval of the Settlement, as well as a motion to consolidate the  
3 Olson/Turrietta Lawsuit, the Olson PAGA Lawsuit, and the Tvrdik Lawsuit. Should, for any  
4 reason, the Parties lose that hearing date, then Plaintiffs shall reserve a new hearing date by the  
5 later of fifteen (15) days from when the current hearing date is lost or the execution of this  
6 Settlement Agreement, and shall file the motions no later than sixteen (16) court days prior to the  
7 reserved hearing. Plaintiffs shall schedule the motions for hearing on the earliest date the Court  
8 has available that complies with notice requirements. Plaintiffs shall seek the entry of an order  
9 consolidating the Olson/Turrietta Lawsuit, the Olson PAGA Lawsuit, and the Tvrdik Lawsuit,  
10 and shall also seek the entry of a Preliminary Approval Order for: (a) conditional certification of  
11 the Settlement Class for settlement purposes only; (b) Preliminary Approval of the proposed  
12 Settlement Agreement; and (c) setting a date for a Final Approval hearing.

13 b. In conjunction with the Preliminary Approval hearing, Plaintiffs  
14 will submit this Settlement Agreement, which sets forth the terms of this Settlement, and will  
15 include proposed forms of all notices and other documents as attached hereto necessary to  
16 implement the Settlement. Simultaneous with the filing of the Settlement Agreement and solely  
17 for purposes of this Settlement, Plaintiffs will request the Court to enter the Preliminary  
18 Approval order (“Preliminary Approval Order” or “Order”) (in a form to be agreed upon by the  
19 Parties), preliminarily approving the Settlement, and setting a hearing date to determine final  
20 approval of the Settlement. The Order shall provide for notice of the Settlement and related  
21 matters to be sent to Employees as specified herein. Class Counsel will be responsible for  
22 drafting all documents necessary to obtain Preliminary Approval. Class Counsel shall provide  
23 Defendant’s counsel a draft of the motion for preliminary approval a minimum of five (5)  
24 calendar days before the motion is required to be filed to review.

25 2. LWDA Notice. Pursuant to the PAGA, concurrently with the filing of the  
26 motion for Preliminary Approval, Class Counsel will, pursuant to California Labor Code section  
27 2699(l), submit the Settlement to the LWDA. The Parties intend and believe that the submission  
28 pursuant to the procedures described in this section complies with the requirements of the

1 PAGA.

2 3. Notice to Class Members and PAGA Settlement Members.

3 a. Delivery of the Employee List. Within thirty (30) days of entry of  
4 the preliminary approval order of this Settlement, Defendant will provide the Employee List to  
5 the Settlement Administrator, which shall be used solely for the administration of this Settlement  
6 and for no other purpose, and shall not be shared with Plaintiff, Class Counsel, or any persons or  
7 entity not employed by the Settlement Administrator and working on the administration of this  
8 Settlement. Because Employees' sensitive personal information is included in the Employee  
9 List, the Settlement Administrator shall maintain the Employee List securely and in confidence.  
10 Access to such Employee List shall be limited to employees of the Settlement Administrator with  
11 a need to use the Employee List for administration of the Settlement. In the event that the  
12 Settlement Agreement is not finally approved by the Court, or if it is in any way altered or  
13 disapproved on appeal, the Settlement Administrator shall not thereafter use the Employee List,  
14 and shall destroy any and all copies or versions of it (including any in electronic form).

15 b. Notice By First-Class Mail. Within fifteen (15) days after receipt  
16 of the Employee List, the Settlement Administrator shall mail the Class Notice to Employees via  
17 first-class regular U.S. mail. Employees will have forty-five (45) days from the mailing of the  
18 Class Notice to request exclusion of or object to the Settlement ("Opt Out/Objection Period"),  
19 unless the Court requires a different period, in which case the Court-sanctioned period shall  
20 apply. Prior to mailing, the Settlement Administrator will perform a skip-trace search to update  
21 and correct for any known or identifiable address changes. If a new address is obtained by way  
22 of a returned Class Notice, the Settlement Administrator shall promptly forward the original  
23 Class Notice to the updated address via first-class regular U.S. mail indicating on the original  
24 Class Notice the date of such re-mailing.

25 c. Class Notice Dispute Process. Employees will have an opportunity  
26 to dispute the number of Workweeks and/or Pay Periods to which they have been credited  
27 (which are used to calculate the amount of their Class Member Payment and Individual PAGA  
28 Payment). A dispute must: reference "*GKN Aerospace Chem-tronics Class Action Settlement*,

1 Lead Case No. 37-2022-29653”; contain a statement in substance explaining that the Employee  
2 disputes the number of Workweeks and/or Pay Periods credited and what the Employee contends  
3 should be credited to the Employee; contain the full name, address, telephone number, and last  
4 four digits of the Social Security number of the Employee; be signed by the Employee; and must  
5 be postmarked on or before the last day of the Opt Out/Objection Period. The date of the  
6 postmark on the return mailing envelope shall be the exclusive means used to determine whether  
7 a dispute has been timely submitted. If the postmark is illegible then the dispute must arrive  
8 within seven (7) days after the last day of the Opt Out/Objection Period to be considered timely.  
9 At the time of submitting a dispute, Employees may enclose documentation showing that the  
10 Workweeks and/or Pay Periods are inaccurate. Absent evidence rebutting Defendant’s records,  
11 Defendant’s records will be presumed determinative. However, if an Employee produces  
12 evidence to the contrary, the Settlement Administrator will evaluate the evidence submitted by  
13 the Employee and will make the final decision as to the number of eligible Workweeks and/or  
14 Pay Periods that should be applied and/or the amount of the Class Member Payment and  
15 Individual PAGA Payment to which the Employees may be entitled. The Workweek and/or Pay  
16 Period dispute must be submitted by mail to the Settlement Administrator at the specified  
17 address and postmarked on or before the Opt Out/Objection Period. The date of the postmark  
18 will be the exclusive means to determine whether a Workweek and/or Pay Period dispute has  
19 been timely submitted. All such disputes are to be resolved not later than fourteen (14) calendar  
20 days after the Opt Out/Objection Period has concluded.

21 d. Notice Satisfies Due Process. Compliance with the notice  
22 procedures specified in this Settlement Agreement shall constitute due and sufficient notice to  
23 Employees of this Settlement and shall satisfy the requirements of due process. Nothing else  
24 shall be required of, or done by, the Parties, Class Counsel or Defendant’s Counsel to provide  
25 notice of the proposed Settlement. In the event the procedures in this Settlement Agreement are  
26 followed and the intended recipient of a Notice of Settlement still does not receive the Notice of  
27 Settlement, the intended recipient shall be a Settlement Class Member and will be bound by all  
28 the terms of the Settlement and the Final Approval entered by the Court if the Settlement

1 becomes effective.

2 4. Objections or Exclusions.

3 a. Procedure for Objecting to the Class Settlement. The Notice shall  
4 provide that Class Members who wish to object to the Class Settlement must submit to the  
5 Settlement Administrator a written statement objecting to the Settlement, by mail, no later than  
6 the last day of the Opt Out/Objection Period. A written objection must reference “*GKN*  
7 *Aerospace Chem-tronics Class Action Settlement*, Lead Case No. 37-2022-29653”; contain a  
8 statement in substance explaining that the Settlement Class member objects to the Class  
9 Settlement and the reasons for objecting; contain the full name, address, telephone number, and  
10 last four digits of the Social Security number of the objecting Settlement Class Member; be  
11 signed by the Settlement Class Member; and be postmarked on or before the last day of the Opt  
12 Out/Objection Period. The date of the postmark on the return mailing envelope shall be the  
13 exclusive means used to determine whether an objection has been timely submitted. If the  
14 postmark is illegible then the objection must arrive within seven (7) days after the last day of the  
15 Opt Out/Objection Period to be considered timely. No PAGA Settlement Member may opt out,  
16 or otherwise be excluded from the PAGA Settlement, as no such right exists under the law. The  
17 Parties will be permitted to respond in writing to written objections prior to the Final Approval  
18 hearing, and to respond orally to any and all objections at the Final Approval hearing.  
19 Settlement Class Members may appear at the Final Approval hearing and present an objection to  
20 the Class Settlement orally, so long as the Employee provides written notice, which may be by  
21 email, to Class Counsel and the Court prior to the date of the Final Approval hearing of their  
22 intent to appear at the Final Approval hearing. Absent good cause found by the Court,  
23 Settlement Class Members who fail to file and serve timely written objections in the manner  
24 specified above shall be deemed to have waived any objections and shall be foreclosed from  
25 making any objection (whether by appeal or otherwise) to the Class Settlement.

26 b. Procedure for Requesting Exclusion from the Class Settlement.  
27 The Class Notice shall provide that Class Members who wish to exclude themselves from the  
28 Class Settlement must submit a signed, written statement requesting exclusion from the Class

1 Settlement, to the Settlement Administrator by mail, on or before the last day of the Opt  
2 Out/Objection Period. The opt-out request must state in substance, words to the effect: "I wish  
3 to opt out of the Class Settlement in *GKN Aerospace Chem-tronics Class Action Settlement*,  
4 Lead Case No. 37-2022-29653. I understand that by requesting to be excluded from the  
5 Settlement Class, I will not receive a Class Member Payment. I also understand that I will still  
6 receive a PAGA Payment for my share of the PAGA Settlement because I cannot object or  
7 exclude myself from the PAGA Settlement." Such written request for exclusion must contain  
8 the full name, address, telephone number, and last four digits of the Social Security number of  
9 the Class Member requesting exclusion; be signed by the Class Member; and be postmarked on  
10 or before the last day of the Opt Out/Objection Period. The date of the postmark on the return  
11 mailing envelope shall be the exclusive means used to determine whether a request for exclusion  
12 has been timely submitted. If the postmark is illegible then the request for exclusion must arrive  
13 within seven (7) calendar days after the last day of the Opt Out/Objection Period to be  
14 considered timely. Any Class Member who opts out of the Class Settlement will not be entitled  
15 to any recovery under the Settlement from the Class Payout Fund and will not be bound by the  
16 Class Settlement or have any right to object, appeal or comment in court on the Class Settlement.  
17 Class Members who fail to submit a valid and timely request for exclusion on or before the last  
18 day of the Opt Out/Objection Period shall be Settlement Class Members and shall be bound by  
19 the Class Settlement. No PAGA Settlement Members may opt out, or otherwise be excluded  
20 from the PAGA Settlement, as no such right exists under the law.

21 c. No Solicitation of Objections or Exclusions. The Parties agree to  
22 use their best efforts to carry out the terms of this Settlement. At no time shall any of the Parties  
23 or their counsel seek to directly or indirectly solicit or otherwise encourage Class Members to  
24 submit objections to the Class Settlement or requests for exclusion from the Class Settlement, or  
25 appeal from the Court's Final Approval Order and Judgment.

26 5. Certification Reports by the Settlement Administrator.

27 a. The Settlement Administrator will, on a weekly basis following  
28 distribution of the Class Notice and up to Final Approval, provide updates to Class Counsel and

1 Defendant's Counsel as to the number of Class Members who submitted timely and complete  
2 requests for exclusions, disputes of Pay Periods and/or Workweeks, and objections. All written  
3 objections shall be provided to the Parties' counsel within five (5) calendar days of receipt by the  
4 Settlement Administrator. The weekly updates shall also provide updated data on the extent of  
5 Class Notices that are returned undeliverable and any re-mailing efforts.

6 b. Within five (5) business days after the last day of the Opt  
7 Out/Objection Period, the Settlement Administrator will prepare a declaration to be provided to  
8 Class Counsel and Defendant's Counsel for filing in support of Plaintiff's motion for final  
9 approval attesting to the following: (i) its mailing efforts regarding the Class Notice; (ii) its  
10 receipt of any timely and complete requests for exclusion, disputes of Pay Periods and/or  
11 Workweeks, and objections; (ii) its inability to deliver the Class Notice to Class Members, if  
12 any; (iii) the number of Settlement Class Members; (iv) the highest and lowest estimated Class  
13 Member Payment and Individual PAGA Payment, along with the estimated average Class  
14 Member Payment and average Individual PAGA Payment. The Settlement Administrator will  
15 also prepare and submit to Class Counsel and Defendant's Counsel for filing in support of the  
16 motion for final approval any supplemental declaration as applicable.

17 6. Right of Defendant to Reject Settlement.

18 a. Option to Void Settlement. If the number of Class Members who  
19 have timely submitted requests for exclusion from the Class Settlement totals more than ten  
20 percent (10%) of the Class, Defendant shall have, in its sole discretion, the option to void this  
21 Settlement. In order to exercise this option, Defendant must notify Class Counsel in writing  
22 within fifteen (15) calendar days after the later date of either (1) the last day of the Opt  
23 Out/Objection Period or (2) the date Defendant learns in writing from the Settlement  
24 Administrator that the number of Class Members who have timely submitted requests for  
25 exclusion total in number more than ten percent (10%) of the Class. If this Settlement  
26 Agreement is terminated by Defendant, no portion of it shall have any force or effect and the  
27 Parties shall be left in the same position as if it had never been entered into. If Defendant  
28 terminates the settlement under this provision, Defendant shall be solely responsible for the

1 third-party administration costs already incurred.

2                   b.     Escalator Clause. Defendant represents that Class Members  
3 worked a total of approximately 280,000 (Two Hundred and Eighty Thousand) Workweeks  
4 through the end of April 2026. The number of Workweeks is a material fact which Plaintiffs  
5 relied upon in reaching this Settlement Agreement. Within fifteen (15) days of receipt of the  
6 Employee List, the Administrator shall calculate and provide to all Parties the number of  
7 Workweeks during the Class Period. If the Workweeks calculated by the Administrator exceed  
8 280,000 (Two Hundred and Eighty Thousand) by more than fifteen percent (10%), i.e., the  
9 Workweeks during the Class Period total more than 308,000 (Three Hundred and Eight  
10 Thousand) Workweeks, then Defendant will have the option to either (i) pay an adjusted pro-rata  
11 Gross Settlement Amount that reflects the increased number of Workweeks beyond 308,000  
12 Workweeks, or (ii) limit the Class Period to the date that the number of Workweeks exceeds  
13 308,000.

14                   c.     Nullification of Settlement Agreement. In the event: (i) the Court  
15 does not enter the Order specified herein; (ii) the Court does not finally approve the Settlement  
16 as provided herein; (iii) the Court does not enter a final judgment as provided herein which  
17 becomes final as a result of the occurrence of the Effective Date; or (iv) the Settlement does not  
18 become final for any other reason, this Settlement Agreement shall be null and void and any  
19 order or judgment entered by the Court in furtherance of this Settlement shall be treated as void  
20 ab initio. In such a case, the Parties and any funds to be awarded under this Settlement shall be  
21 returned to their respective statuses as of the date and time immediately prior to the execution of  
22 this Settlement Agreement, the Class List in the possession of the Settlement Administrator shall  
23 be destroyed or returned to Defendant, and the Parties shall proceed in all respects as if this  
24 Settlement Agreement had not been executed, except that any fees already incurred by the  
25 Settlement Administrator shall be borne equally by the Parties. In the event an appeal is filed  
26 from the Court's Final Approval Order and Judgment, or any other appellate review is sought  
27 prior to the Effective Date, administration of the Settlement shall be stayed pending final  
28 resolution of the appeal or other appellate review.

1                   7.     Final Approval Hearing and Entry of Final Judgment.

2                   a.     Upon expiration of the Opt Out/Objection Period, with the Court's  
3 permission, a Final Approval hearing shall be conducted to determine Final Approval of the  
4 Settlement along with the amount properly payable for (i) the Class Counsel Fees Award and  
5 Class Counsel Costs Award, (ii) Plaintiffs Enhancement Payment, (iii) Settlement  
6 Administrator's Costs, (iv) Class Member Payments; and (v) the Individual PAGA Payments.  
7 Upon Final Approval of the Settlement by the Court at or after the Final Approval hearing, the  
8 Parties shall present a proposed order granting Final Approval and judgment (in a form to be  
9 agreed upon by the Parties) ("Final Approval Order and Judgment") to the Court for its approval.  
10 Class Counsel will be responsible for drafting all documents necessary to obtain Final Approval,  
11 including the Final Approval Order and Judgment.

12                   b.     The Settlement Administrator shall keep counsel for the Parties  
13 apprised of all distributions from the Qualified Settlement Account and upon completion of  
14 administration of that portion of the Settlement, the Settlement Administrator shall provide  
15 written certification, under penalty of perjury, of such completion to the Court and counsel for all  
16 Parties.

17                   c.     Upon completion of administration of the Settlement, the  
18 Settlement Administrator shall provide written certification, under penalty of perjury, of such  
19 completion to the Court and counsel for all Parties.

20                   8.     Administration Costs. All of Defendant's own legal fees, costs and  
21 expenses incurred in the Lawsuit shall be borne by Defendant. As set forth above, settlement  
22 administration expenses will be paid from the Settlement Administration Costs. The Parties  
23 agree to cooperate in the Settlement administration process and to make all reasonable efforts to  
24 control and minimize the costs and expenses incurred in administration of the Settlement.

25 **IV.   Other Provisions**

26                   A.     **Dispute Resolution.** Except as otherwise set forth herein, all disputes regarding  
27 compliance with this Settlement Agreement shall be resolved as follows:

28                   1.     If Plaintiffs or Class Counsel, on behalf of Plaintiffs or any Employee, or

1 Defendant at any time believe that the other Party has breached or acted contrary to the  
2 Settlement Agreement, that Party shall notify the other Party in writing of the alleged violation.

3 2. Upon receiving notice of the alleged violation or dispute, the responding  
4 Party shall have ten (10) calendar days to correct the alleged violation and/or respond to the  
5 initiating Party with the reasons why the party disputes all or part of the allegation.

6 3. If the response does not address the alleged violation to the initiating  
7 Party's satisfaction, the Parties shall negotiate in good faith for up to ten (10) calendar days to  
8 resolve their differences.

9 4. If Class Counsel and Defendant are unable to resolve their differences  
10 after twenty (20) calendar days, either Party may file an appropriate motion for enforcement with  
11 the Court. The briefing of such motion should be in letter brief form and shall not exceed five  
12 (5) single-spaced pages (excluding exhibits).

13 **B. Attorneys' Fees.** Reasonable attorneys' fees and costs for work done in  
14 resolving a dispute under this Section may be recovered by any Party that prevails under the  
15 standards set forth within the meaning of applicable law.

16 **C. Publicity.** The Parties agree that neither Plaintiffs nor Class Counsel shall issue  
17 any press release or announcement of any kind related in any way to the Settlement. Plaintiffs  
18 and Class Counsel agree that, prior to preliminary approval of the Settlement, they will keep the  
19 terms of the Settlement confidential except for purposes of communicating with Plaintiffs only  
20 and except for undertaking the necessary submissions to the LWDA that are required by the  
21 PAGA statute. Plaintiffs shall be informed that the Settlement is confidential and shall be  
22 advised to keep the Settlement confidential. From and after preliminary approval of the  
23 Settlement, Plaintiffs and Class Counsel may comment regarding the specific terms of the  
24 Settlement only: (1) as required by law; (2) as required under the terms of the Settlement; or (3)  
25 as required under counsel's duties and responsibilities as Class Counsel. In all other cases,  
26 Plaintiffs and Class Counsel agree to limit their statements regarding the terms of the Settlement,  
27 whether oral, written or electronic (including without limitation on social media), to say the  
28 Lawsuits have been resolved and that Plaintiffs and Class Counsel are satisfied with the terms of

1 the Settlement. Class Counsel shall not, at any time, advertise or mention the terms of the  
2 Settlement or state that they obtained a favorable settlement referencing Defendant's names on  
3 personal or firm website(s); shall not discuss the terms of the Settlement with media, the general  
4 public, or issue press releases; and shall limit any statements regarding the terms of the  
5 Settlement to that information that is publicly available. Nothing in this Paragraph is intended to  
6 interfere with Class Counsel's duties and obligations to faithfully discharge their duties as Class  
7 Counsel, including but not limited to, listing case and settlement information to outline Class  
8 Counsel's qualifications submitted to Court, communicating with Employees regarding the  
9 Settlement and undertaking submission to the LWDA that are required by the PAGA statute.

10 **D. Privacy of Documents and Information.** Plaintiffs and Class Counsel agree that  
11 none of the documents and information provided to them by Defendant shall be used for any  
12 purpose other than settlement of the Lawsuits. Within thirty (30) days of the Effective Date,  
13 Plaintiffs and Class Counsel will destroy any and all of Defendant's property provided to  
14 Plaintiffs, including all confidential information, documents, data, and employee information,  
15 and will not retain any copies (whether in electronic or hard copy form) of any such property in  
16 their possession or under their control. For clarification, this provision does not require  
17 Plaintiffs or Class Counsel to destroy draft pleadings or briefs, or draft discovery responses, or  
18 emails. However, it does require the destruction of documents whose primary purpose is to  
19 compile or statistically analyze data provided by Defendant, *e.g.*, classwide meal period  
20 compilations and analyses, whether created by Class Counsel or a consultant.

21 **E. No Admission By the Released Parties.**

22 1. The Released Parties, including Defendant, deny any and all claims  
23 alleged in the Lawsuits and deny any and all wrongdoing whatsoever. This Settlement  
24 Agreement is not a concession or admission, and shall not be used against Defendant or any of  
25 the Released Parties as an admission or indication with respect to any claim of any fault,  
26 concession or omission by Defendant or any of the Released Parties. Whether or not the  
27 Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding  
28 or conduct related to this Settlement Agreement, nor any reports or accounts thereof, shall in any

1 event be offered by either Party in evidence for any purpose adverse to the Released Parties,  
2 including, but not limited to, evidence of a presumption, concession, indication or admission by  
3 any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage;  
4 or disclosed, referred to, or offered in evidence against any of the Released Parties, in any further  
5 proceeding in the Lawsuits, or any other civil, criminal or administrative action or proceeding,  
6 except for purposes of settling the Lawsuits pursuant to this Settlement Agreement.

7           2.       The Released Parties, including Defendant, shall have the right to use this  
8 Settlement, including the releases set forth above, to defend against any claims asserted by or on  
9 behalf of Employees or the LWDA, that are encompassed within the releases, whether such  
10 claims are asserted in the Lawsuits or any other lawsuit.

11           **F.       Exhibits and Headings.** Any Exhibits to this Settlement Agreement are an  
12 integral part of the Settlement. The descriptive headings of any paragraphs or sections of this  
13 Settlement Agreement are inserted for convenience of reference only and do not constitute a part  
14 of this Settlement Agreement.

15           **G.       Interim Stay of Proceedings.** The Parties agree to hold all proceedings in the  
16 Lawsuits, except such proceedings necessary to implement and complete the Settlement, in  
17 abeyance pending the Final Approval hearing to be conducted by the Court.

18           **H.       Amendment or Modification.** This Settlement Agreement may be amended or  
19 modified only by a written instrument signed by all Parties or their successors-in-interest.

20           **I.       Entire Agreement.** This Settlement Agreement and any attached Exhibits  
21 constitute the entire agreement among these Parties with respect to resolution of the Lawsuits.  
22 To the extent there are any other oral or written agreements relating to the subject matter of this  
23 Settlement Agreement, this Settlement Agreement controls and supersedes all such agreements.  
24 No oral or written representations, warranties or inducements have been made to any Party  
25 concerning this Settlement Agreement or its Exhibits other than the representations, warranties  
26 and covenants contained and memorialized in this Settlement Agreement and any attached  
27 Exhibits.

28           **J.       Authorization to Enter Into Settlement Agreement.** Counsel for all Parties

1 warrant and represent they are expressly authorized by the Parties whom they represent and who  
2 are signing this Settlement Agreement, to negotiate this Settlement Agreement and to take all  
3 appropriate action required or permitted to be taken by such Parties pursuant to this Settlement  
4 Agreement to effectuate its terms, and to execute any other documents required to effectuate the  
5 terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other  
6 and use their best efforts to effect the implementation of the Settlement.

7 **K. Binding on Successors and Assigns.** This Settlement Agreement shall be  
8 binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as  
9 previously defined.

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

13 **M. Counterparts.** This Settlement Agreement may be executed with one or more  
14 counterparts. All executed counterparts, including electronic (e.g., DocuSign), facsimile, and  
15 scanned copies of the signature page, will be deemed to be one and the same instrument.

16 **N. This Settlement is Fair, Adequate and Reasonable.** The Parties believe this  
17 Settlement is a fair, adequate and reasonable settlement of the Lawsuit and have arrived at this  
18 Settlement in arms-length negotiations, taking into account all relevant factors, present and  
19 potential. This Settlement was reached after extensive negotiations and mediation with a well-  
20 renowned class action mediator.

21 **O. Jurisdiction.** The Court shall retain jurisdiction with respect to the interpretation,  
22 implementation and enforcement of the terms of this Settlement Agreement and all orders and  
23 judgments entered in connection therewith, and the Parties and their counsel hereto submit to the  
24 jurisdiction of the Court for purposes of interpreting, implementing and enforcing the settlement  
25 embodied in this Settlement Agreement and all orders and judgments entered in connection  
26 therewith.

27 **P. Cooperation and Drafting.** The Parties agree that the terms and conditions of  
28 this Settlement Agreement are the result of lengthy, intensive arm's-length negotiations between

1 the Parties. Each of the Parties has cooperated in the drafting and preparation of this Settlement  
2 Agreement. Hence, in any construction made to this Settlement Agreement, the same shall not  
3 be construed against any of the Parties. This Settlement shall not be construed in favor of or  
4 against any Party by reason of the extent to which any Party or his/its counsel participated in the  
5 drafting of this Settlement Agreement.

6 **Q. Invalidity of Any Provision.** Before declaring any provision of this Settlement  
7 Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest  
8 extent possible consistent with applicable precedents so as to define all provisions of this  
9 Settlement Agreement valid and enforceable.

10 **R. Plaintiffs Shall Not Opt Out of the Settlement.** Plaintiffs agree to sign this  
11 Settlement Agreement, and by signing this Settlement Agreement is bound by the terms herein,  
12 including without limitation the general release set forth above subject to the occurrence of the  
13 Effective Date and Defendant's full payment of all sums due hereunder. Plaintiffs shall retain  
14 their rights to participate as an Employee under this Settlement Agreement, and each agrees that  
15 he may not opt out of the Settlement Class.

16 **S. Parties Represented by Counsel.** The Parties hereby acknowledge that they have  
17 been represented in negotiations for and in the preparation of this Settlement Agreement by  
18 independent counsel of their own choosing, they have read this Settlement Agreement and have  
19 had it fully explained to them by such counsel, and they are fully aware of the contents of this  
20 Settlement Agreement and of its legal effect.

21 **T. Voluntary Agreement.** This Settlement Agreement is executed voluntarily and  
22 without duress or undue influence on the part of or on behalf of either Party, or of any other  
23 person, firm, or entity. Each Party has made such investigation of the facts pertaining to this  
24 Settlement Agreement and of all other matters pertaining hereto as he, she, or it deems necessary.

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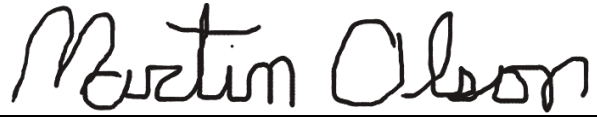
**LIST OF EXHIBITS**

- 1. Proposed Class Notice

1 **IT IS SO AGREED:**

2 Dated: March 25, 2026

3 By



MARTIN OLSON

5 Dated: March \_\_, 2026

6 By

RICHARD TURRIETTA

8 Dated: March \_\_, 2026

9 By

DONALD TVRDIK

11 Dated: March \_\_, 2026

12 By

ARTURO VALDIVIA SR.

14 Dated: March 24, 2026

15 GKN AEROSPACE CHEM-TRONICS, INC.

DocuSigned by:



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17 By

Print Name: Kelly Nguyen

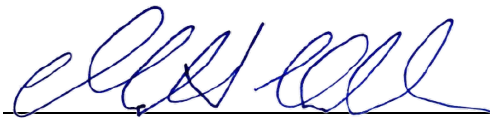
Title: Sr VP Human Resources Engines

19 **APPROVED AS TO FORM ONLY:**

20 Dated: March 24, 2026

21 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

23 By



Matthew W. Holder

Adam R. Rosenthal

Counsel for Defendant GKN AEROSPACE CHEM-  
TRONICS, INC.

1 **IT IS SO AGREED:**

2 Dated: March \_\_, 2026

3 By

4 MARTIN OLSON

5 Dated: March 26, 2026

6 By

7 

8 RICHARD TURRIETTA

9 Dated: March \_\_, 2026

10 By

11 DONALD TVRDIK

12 Dated: March \_\_, 2026

13 By

14 ARTURO VALDIVIA SR.

15 Dated: March 24, 2026

16 GKN AEROSPACE CHEM-TRONICS, INC.

17 DocuSigned by:

18 

19 By

20 079CF8EECE2F450...

21 Print Name: Kelly Nguyen

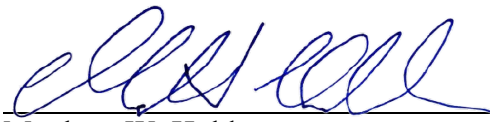
22 Title: Sr VP Human Resources Engines

23 **APPROVED AS TO FORM ONLY:**

24 Dated: March 24, 2026

25 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

26 By

27 

28 Matthew W. Holder

Adam R. Rosenthal

Counsel for Defendant GKN AEROSPACE CHEM-  
TRONICS, INC.

1 **IT IS SO AGREED:**

2 Dated: March \_\_, 2026

3 By

4 MARTIN OLSON

5 Dated: March \_\_, 2026

6 By

7 RICHARD TURRIETTA

8 Dated: March \_\_, 2026

9 By

10 DONALD TVRDIK

11 Dated: March 27, 2026

12 By



13 ARTURO VALDIVIA SR.

14 Dated: March 24, 2026

15 GKN AEROSPACE CHEM-TRONICS, INC.

16 DocuSigned by:

17 

18 079CF8EECE2F450...

19 By

20 Print Name: Kelly Nguyen

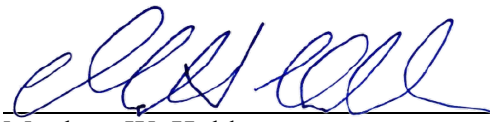
21 Title: Sr VP Human Resources Engines

22 **APPROVED AS TO FORM ONLY:**

23 Dated: March 24, 2026

24 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

25 By

26 

27 Matthew W. Holder

28 Adam R. Rosenthal

Counsel for Defendant GKN AEROSPACE CHEM-  
TRONICS, INC.

**IT IS SO AGREED:**

Dated: March \_\_, 2026

By

MARTIN OLSON

Dated: March \_\_, 2026

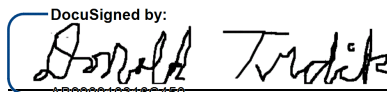
By

RICHARD TURRIETTA

Dated: March <sup>31</sup> \_\_, 2026

By

DocuSigned by:



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DONALD TVRDIK

Dated: March \_\_, 2026

By

ARTURO VALDIVIA SR.

Dated: March 24, 2026

GKN AEROSPACE CHEM-TRONICS, INC.

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By

Print Name: Kelly Nguyen

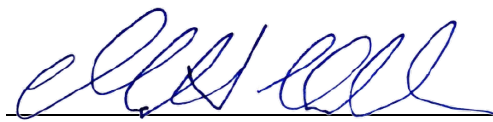
Title: Sr VP Human Resources Engines

**APPROVED AS TO FORM ONLY:**

Dated: March 24, 2026

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

By



Matthew W. Holder

Adam R. Rosenthal

Counsel for Defendant GKN AEROSPACE CHEM-TRONICS, INC.

1 Dated: March 27, 2026

2 SCHNEIDER WALLACE COTTRELL KIM LLP

3  
4 By Esther Lee Bylsma  
5 Carolyn Cottrell  
6 Esther Bylsma  
7 Sandra Acosta Tello  
8 Helen M. You  
Counsel for Plaintiffs MARTIN OLSON, RICHARD  
TURRIETTA, DONALD TVRDIK, ARTURO  
VALDIVIA SR., and the Putative Classes

9 Dated: March \_\_, 2026

10 AEGIS LAW FIRM PC

11  
12 By \_\_\_\_\_  
13 Jessica Campbell  
14 Farah Khaled  
15 Samuel A. Wong  
16 Kashif Haque  
Counsel for Plaintiffs MARTIN OLSON, RICHARD  
TURRIETTA, DONALD TVRDIK, ARTURO  
VALDIVIA SR., and the Putative Classes

17 Dated: March \_\_, 2026

18 LAWYERS FOR JUSTICE PC

19  
20 By \_\_\_\_\_  
21 Tara Zabehe  
22 Counsel for Plaintiffs MARTIN OLSON, RICHARD  
23 TURRIETTA, DONALD TVRDIK, ARTURO  
24 VALDIVIA SR., and the Putative Classes  
25  
26  
27  
28

1 Dated: March \_\_, 2026

2 SCHNEIDER WALLACE COTTRELL KIM LLP

3  
4 By

5 Carolyn Cottrell  
6 Esther Bylsma  
7 Sandra Acosta Tello  
8 Helen M. You  
9 Counsel for Plaintiffs MARTIN OLSON, RICHARD  
10 TURRIETTA, DONALD TVRDIK, ARTURO  
11 VALDIVIA SR., and the Putative Classes

12 Dated: March 31, 2026

13 AEGIS LAW FIRM PC

14 By

15 Farah Khaled  
16 Farah Khaled (Apr 1, 2026 13:16:02 PDT)

17 Jessica Campbell  
18 Farah Khaled  
19 Samuel A. Wong  
20 Kashif Haque  
21 Counsel for Plaintiffs MARTIN OLSON, RICHARD  
22 TURRIETTA, DONALD TVRDIK, ARTURO  
23 VALDIVIA SR., and the Putative Classes

24 Dated: April 2, 2026

25 LAWYERS FOR JUSTICE PC

26 By

27 

28 Tara Zabehi  
Counsel for Plaintiffs MARTIN OLSON, RICHARD  
TURRIETTA, DONALD TVRDIK, ARTURO  
VALDIVIA SR., and the Putative Classes

EXHIBIT 1  
to Settlement Agreement

## **NOTICE OF CLASS ACTION SETTLEMENT**

*Martin Olson et al. v. GKN Aerospace Chem-tronics, Inc.,*

**San Diego County Superior Court Case Nos. 37-2022-00029653 and 00029655**

*Donald J. Tyrdik et al. v. GKN Aerospace Chem-tronics, Inc.,*

**San Diego County Superior Court Case No. 37-2023-00031782**

**IF YOU WERE EMPLOYED AS AN HOURLY EMPLOYEE AT GKN AEROSPACE CHEM-TRONICS, INC. IN THE STATE OF CALIFORNIA DURING THE SETTLEMENT PERIOD (DEFINED AS JULY 27, 2018 THROUGH APRIL 24, 2026) YOU ARE ENTITLED TO RECEIVE MONEY FROM A CLASS ACTION SETTLEMENT.**

*A court approved this notice. This is not an advertisement.*

You are not being sued. However, your legal rights are affected whether you act or not.

### **PLEASE READ THIS NOTICE.**

| <b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b> |                                                                                                                                                                                                                                                                                 |
|---------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>INCLUDE THE FOLLOWING:</b>                           |                                                                                                                                                                                                                                                                                 |
| <b>DO NOTHING</b>                                       | You will receive a payment from the Settlement. No action is required for you to receive a share of this Class Settlement and PAGA Settlement.                                                                                                                                  |
| <b>EXCLUDE YOURSELF</b>                                 | <u>You will receive no payment on the Class Settlement, but you will still receive your share of the PAGA Settlement.</u> This is the only option that allows you to file your own lawsuit against GKN Aerospace Chem-tronics, Inc. for the claims released in this Settlement. |
| <b>OBJECT</b>                                           | If you choose, you may object to this Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from receiving a portion of the Class Settlement.                                                                        |

### **WHAT IS IN THIS NOTICE**

1. Why Should You Read This Notice? ..... Page 2
2. What Is the Class Action Settlement? ..... Page 2
3. How Much Can I Expect to Receive? ..... Page 2
4. What Is the Case About? ..... Page 3
5. Why Did the Defendant Join in This Notice? ..... Page 3
6. Who Are the Plaintiffs in This Class Action? ..... Page 3
7. Who Are the Attorneys Representing the Parties? ..... Page 4

8. What Are my Rights? How Will My Rights Be Affected? .....Page 4  
9. How Will Plaintiffs' Attorneys for the Case Be Paid? .....Page 6

## **1. Why Should You Read This Notice?**

You have received this Notice because records indicate that you are a member of the settlement class settled in this action. The settlement class is comprised of hourly employees employed by GKN Aerospace Chem-tronics, Inc. (also referred to as "Defendant" herein) in the State of California during the Settlement Period (defined as July 27, 2018 through April 24, 2026) ("Class Members").

This Notice tells you of your rights to share in the Settlement. There was a Preliminary Approval hearing on April 24, 2026 at 9:00 a.m. in the San Diego County Superior Court, State of California. The Court determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate and reasonable and that a final determination of the issues will be made at the final approval hearing. The Court also ordered that you receive this Notice.

The Court has appointed a neutral company, [REDACTED] ("Settlement Administrator"), to send this Notice, calculate and make payments, and process Class Members' requests for exclusion and objections. The Settlement Administrator also will decide any challenges by Class Members over Workweeks and/or PAGA Pay Periods, mail and remail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

The Court will hold a Final Approval Hearing concerning the proposed Settlement on [REDACTED] in Department C-75 of the San Diego County Superior Court located at 330 W Broadway, San Diego, CA 92101. The Final Approval Hearing may be continued to another date, and notice will be posted online on the Settlement Administrator's website at: [REDACTED]. You are not required to appear at the Final Approval Hearing, however if you choose to appear, the Court encourages telephonic or video appearances via Microsoft Teams: <https://www.sdcourt.ca.gov/sdcourt/civil2/civilvirtualhearings>.

## **2. What is the Class Action Settlement?**

The Court must approve the terms of the Settlement described herein as fair, adequate, and reasonable to the Class Members. The Settlement will affect all members of the class. You may get money from the Class Action Settlement. This Notice will explain the terms of the Settlement and the amount of money you may receive under the Settlement.

### 3. *How Much Can I Expect to Receive?*

Defendants will pay a total sum of Two Million Two-Hundred and Fifty Thousand Dollars (\$2,250,000.00), which includes all settlement payments, attorney's fees, costs, costs of administering the Settlement, and the class representatives' Payment.

Each participating Class Member will receive an amount based on the number of weeks worked during the class period between July 27, 2018 and April 24, 2026. It is also your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your payment under the Settlement. Your estimated number of workweeks is <<workweeks>> for an estimated amount of \$<<estimatedaward>>.

**Tax Treatment of Class Member Individual Settlement Payments:** Because the Individual Settlement Payments are for settlement of claims for alleged unpaid wages, including minimum wages, alleged unpaid meal and rest period premium wages, alleged interest and statutory and civil penalties, 20% of the individual Class Member Payments will be allocated to the unpaid wages claim and will be subject to tax withholdings, and this portion of the payment will be reported on an IRS Form W-2; 80% will be allocated to interest and statutory and civil penalties claims, and the portions allocated to the interest and statutory and civil penalty claims will be paid without withholding any amount and will be reported on an IRS Form 1099.

### 4. *What Is the Case About?*

Olson filed his two lawsuits against Defendant—one of which was a putative wage and hour class action, and the other of which contained only a PAGA claim—on July 27, 2018. The two lawsuits were later consolidated. Olson's claims included unpaid overtime, unpaid meal and rest period premiums, failure to pay wages, final wages not paid timely, non-compliant wage statements, failure to keep requisite payroll records, unreimbursed business expenses, unfair business practices, and violation of the PAGA statute. On April 22, 2022, Olson had earlier filed a notice with the LWDA pursuant to Labor Code section 2699.3, stating he intended to serve as a proxy of the LWDA to recover civil penalties for various alleged Labor Code violations.

On July 26, 2023, Tvrdik filed his own lawsuit against Defendant. Tvrdik's claims included failure to pay minimum wages, failure to pay overtime, failure to provide meal periods, failure to permit rest breaks, failure to reimburse business expenses, failure to provide accurate itemized wage statements, failure to pay wages timely during employment, and unfair business practices. On July 26, 2023, Tvrdik also filed a notice with the LWDA pursuant to Labor Code section 2699.3, stating he intended to serve as a proxy of the LWDA to recover civil penalties for various alleged Labor Code violations. Tvrdik later amended his lawsuit to add a PAGA claim.

Tvrdik's lawsuit was declared related to Olson's lawsuits, and assigned to the same Court. The cases were not consolidated, however. Eventually, the lawyers representing Olson also began representing Tvrdik, and vice versa.

On August 16, 2024, at Olson's request, the Court certified a class defined as "all current and former hourly, non-exempt employees of GKN Aerospace Chem-tronics Inc. who worked at the El Cajon, California location and earned shift/lead differentials at any time during the period

of July 27, 2018 until the resolution of this action,” as to the claim that GKN failed to provide proper wage statements under California Labor Code section 226. However, the Court also ruled that Olson was not an adequate representative on the certified claim. Turrietta was later added to the Olson lawsuit via amendment in order to serve as the class representative.

On March 11, 2025, Plaintiffs and Defendant attended a full-day mediation with the highly-respected and experienced wage and hour class action and PAGA mediator Monique Ngo-Bonnici of Signature Resolution, in an effort to explore a global resolution of the lawsuits. The Parties did not settle at the time, and continued to actively litigate the lawsuits, including via continuing discovery and motion practice. In December 2025, trial was set in the Olson lawsuit for March 2027. Defendant also filed a motion for summary adjudication of the certified claim, to be heard in April 2026. In December 2025, the Court set a deadline in April 2026 for Tvrdik to file a motion for class certification. On January 8, 2026, the Parties then participated in another half-day mediation with Ms. Ngo-Bonnici, and this time ultimately reached an arms-length negotiated settlement.

Defendant denies the claims and allegations asserted in the lawsuits and believe it has no liability for any of Plaintiffs’ or the Class Members’ and PAGA Settlement Members’ claims under any statute, wage order, common law, or equitable theory. Nevertheless, Defendant has decided that settlement is favorable because it avoids the time, risk, and expense of a lengthy lawsuit and settlement immediately resolves, finally and completely, the pending and potential claims. Defendant does not admit, concede or imply that it has done anything wrong or legally actionable by settling these lawsuits. Class Counsel likewise believes that the Settlement is fair, reasonable, and adequate, and that it is in the best interests of Class Members.

#### **5. *Why Did the Defendant Join in This Notice?***

Defendant does not admit any claim alleged in the lawsuit and denies that it owes money for any of the claims in this matter. Defendant is settling the lawsuit as a compromise. Defendant reserves the right to object to and defend itself against any claim if, for any reason, the Settlement fails. The Court file has the Settlement documents with more information on the lawsuit.

#### **6. *Who Are the Plaintiffs in This Class Action?***

There are two class action lawsuits. In the first, Martin Olson filed the lawsuit, but he is not representing the members of the class. Richard Turrietta was substituted into as a plaintiff, and is representing the class. In the second, Donald Tvrdik filed the lawsuit. [INSERT re Tvrdik and Valdivia and class representation]

**7. Who Are the Attorneys Representing the Parties?**

**Class Counsel**

Carolyn H. Cottrell (SBN 166977)  
Esther L. Bylsma (SBN 264208)  
Sandra Acosta Tello (SBN 315616)  
**SCHNEIDER WALLACE  
COTTRELL KIM LLP**  
2000 Powell Street, Suite 1400  
Emeryville, California 94608  
Telephone: (415) 421-7100  
Facsimile: (415) 421-7105  
[ccottrell@schneiderwallace.com](mailto:ccottrell@schneiderwallace.com)  
[ebylsma@schneiderwallace.com](mailto:ebylsma@schneiderwallace.com)  
[sacostatello@schneiderwallace.com](mailto:sacostatello@schneiderwallace.com)

Edwin Aiwarzian (SBN 232943)  
**LAWYERS for JUSTICE, PC**  
410 West Arden Avenue, Suite 203  
Glendale, California 91203  
Telephone: (818) 265-1020  
Facsimile: (818) 265-1021  
[edwin@calljustice.com](mailto:edwin@calljustice.com)

**Defendant's Counsel**

**SHEPPARD, MULLIN, RICHTER & HAMPTON LLP**  
A Limited Liability Partnership  
Including Professional Corporations  
MATTHEW W. HOLDER, Cal. Bar No. 217619  
ADAM R. ROSENTHAL, Cal. Bar No. 246722  
[mholder@sheppard.com](mailto:mholder@sheppard.com)  
[arosenthal@sheppard.com](mailto:arosenthal@sheppard.com)  
12275 El Camino Real, Suite 100  
San Diego, California 92130-2006  
Telephone: 858.720.8900  
Facsimile: 858.509.3691

**8. What are my Rights? How Will My Rights Be Affected?**

Class Counsel, appointed and approved by the Court for Settlement only, will represent you. Notice of Final Judgment will be posted on the Settlement Administrator's website:



**Participating in the Settlement**

Under the Settlement, you will **automatically** receive a settlement payment, unless you opt out by following the opt-out procedure set forth below.

This Notice of Settlement states the total number of workweeks you worked for Defendants during the Class Period. Your individual settlement payment as a Class Member will be based on that number. If you believe the information on this Notice is correct, then you do not need to take any further action to receive your settlement payment.

If you believe the workweek information shown above is incorrect, you should contact the Settlement Administrator listed at the end of this Notice on or before [DATE]. You should submit to the Settlement Administrator documentation to support the number of workweeks you believe you worked during the Class Period. If there is a dispute about the workweeks you worked, the Settlement Administrator will review the records to resolve the dispute.

**NOTE: UNLESS YOU DISPUTE THE WORKWEEK INFORMATION LISTED ABOVE OR OPT OUT OF THE SETTLEMENT, YOU WILL RECEIVE MONEY FROM THE SETTLEMENT BASED ON THE AMOUNTS SET FORTH ABOVE.**

If you are a current employee of the Defendant, your decision as to whether or not to participate in this Settlement will not affect or in any way impact your employment.

#### **Objecting to the Settlement**

**If you wish to Object to the Settlement**, submit your objection in writing to the settlement administrator.

**IF YOU OBJECT TO THE SETTLEMENT, YOU WILL STILL RECEIVE YOUR SHARE OF THE SETTLEMENT IF THE COURT APPROVES THE SETTLEMENT.**

#### **Opting Out of the Settlement**

**If you wish to be excluded from participating in the Settlement**, you must submit a written request to Opt-Out to the Settlement Administrator at the address below requesting to be excluded from the Settlement. To be considered valid, your Opt-Out must be signed by you, and contain your name, address, telephone number, and the last four digits of your Social Security number. Your Opt-Out also must clearly indicate that you desire to be excluded from the Settlement. To be considered timely, your Opt-Out must be postmarked no later than [DATE]. Late Opt-Out's will not be considered.

If you timely mail a complete and valid Opt-Out, you will no longer be a member of the Class and you will not be eligible to receive money under the Settlement or object to the terms of the Settlement. You will not be bound by the terms of the Settlement, and may pursue any valid claims you may have, at your own expense, against GKN Aerospace Chem-tronics, Inc. However, you will remain a PAGA Settlement Member under the PAGA Settlement and will receive your share of the PAGA Settlement.

#### **Effect of the Settlement on Your Rights**

If this Settlement is approved by the Court, a Judgment will be entered by the Court as to the Lawsuit per the terms of this Settlement, and this Settlement combined with the Judgment will release all of the "Released Claims" as set forth herein for Class Members who do not timely and validly opt-out of this Settlement. Released Claims means any and all liabilities, demands, claims, causes of action, complaints, and obligations, whether known or unknown, suspected or unsuspected, in law, equity, or whatever kind or nature, against Defendants, and its former and

current members, parents, subsidiaries, affiliates, divisions, fiduciaries, corporations in common control, predecessors, successors, and assigns, as well as all past and present officers, directors, employees, partners, shareholders and agents, attorneys, insurers, and any other successors, assigns, or legal representatives, including GKN Aerospace Chem-tronics, Inc., that are or that could have been pled during the Class Period in the operative Complaints relating to the alleged (1) failure to provide compliant wage statements, (2) failure to pay for all hours worked, including minimum wage and overtime; (3) failure to provide meal periods and rest periods; (4) failure to reimburse all business expenses; (5) failure to pay final wages; (6) failure to keep requisite payroll records; (7) unfair business practices; and (8) violation of the Private Attorneys General Act; including all related penalties, attorney's fees, and costs. These released claims and damages are hereinafter referred to as the "Released Claims." The time period governing these Released Claims shall be the Class Period.

### **Check Cashing Deadline**

Any checks issued by the Class Administrator to participating Class Members shall be negotiable for one hundred and eighty (180) calendar days. Checks that are not cashed within 180 days will be held by the State as unclaimed property. The parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code Section 384, as the entire Net Settlement Proceeds will be paid out to Settlement Class Members.

### ***9. How Will the Attorneys for the Class and Others Be Paid?***

The attorneys for the Class Representative and the Settlement Class will be paid from the Gross Settlement Amount of \$2,250,000. The attorneys are seeking a fee of \$785,500 as well as reimbursement of their costs, up to \$ [REDACTED]. Plaintiffs Martin Olson, Richard Turrietta, Donald Tvrdik, and Arturo Valdivia are each seeking a Plaintiffs Enhancement Payment of up to \$10,000 each from the Settlement for their services as Class Representatives. The Settlement Administrator estimates that the cost of administration will be approximately \$ [REDACTED]. The Labor and Workforce Development Agency's portion of the PAGA Settlement of \$ [REDACTED]. All of these amounts are to be deducted from the Gross Settlement Amount of \$2,250,000, with the remainder available for distributions to Class Members who do not Opt Out. While the \$2,250,000 Gross Settlement Amount is fixed, the actual amounts awarded to Class Counsel, the Plaintiffs and the Settlement Administrator and deducted from the Gross Settlement Amount will be determined by the Court.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may call the Settlement Administrator at the following telephone number, toll free: [REDACTED]; or contact Class Counsel, [REDACTED] ([REDACTED]) or email her at [REDACTED].

Please refer to the *GKN Aerospace Chem-tronics, Inc.* Settlement Administrator c/o [REDACTED].

You can find a copy of the Settlement Agreement at the San Diego County Superior Court located at 330 West Broadway, Room 225 (Civil Business Office), San Diego, CA 92101.

DO NOT TELEPHONE THE COURT FOR LEGAL ADVICE OR FOR INFORMATION  
ABOUT THIS SETTLEMENT.

# **EXHIBIT B**

# LAWYERS FOR JUSTICE<sup>PC</sup>

April 22, 2022

**BY ONLINE SUBMISSION**

California Labor & Workforce Development Agency  
PAGAfilings@dir.ca.gov

**Re: GKN AEROSPACE CHEM-TRONICS INC.**

Dear Representative:

We have been retained to represent Martin Olson against GKN Aerospace Chem-Tronics Inc. (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as "GKN Aerospace") for violations of California wage-and-hour laws. Mr. Olson seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Mr. Olson seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

GKN Aerospace employed Mr. Olson as an hourly-paid, non-exempt employee from approximately July 2018 to approximately December 2021, in the State of California.

The "aggrieved employees" that Mr. Olson may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate.

Based on the following facts and theories, GKN Aerospace has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 1-2001 and 4-2001.

GKN Aerospace required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, responding to work related inquiries, addressing issues from the first shift, assisting on critical

orders, answering questions from the following shift, completing urgent tasks due to clients waiting, and addressing machine maintenance issues. GKN Aerospace rounded the work time recorded by aggrieved employees in a manner that was not fair and neutral on its face and/or that favored GKN Aerospace over time, resulting in aggrieved employees being underpaid for their time worked.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Olson and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Mr. Olson and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, GKN Aerospace required Mr. Olson and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods. GKN Aerospace also required aggrieved employees to stay on work premises during rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, GKN Aerospace failed to pay Mr. Olson and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, GKN Aerospace failed to pay Mr. Olson and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, GKN Aerospace did not provide Mr. Olson and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from GKN Aerospace were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Mr. Olson and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Olson and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Olson and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Olson and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Olson and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, GKN Aerospace failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Olson and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, GKN Aerospace did not provide Mr. Olson and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 1-2001 and 4-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of

work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, GKN Aerospace failed to pay Mr. Olson and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Mr. Olson and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, GKN Aerospace failed to pay Mr. Olson and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Mr. Olson and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Olson and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by GKN Aerospace. These costs include, but are not limited to, usage of personal phone for work related matters and usage of home network for work related tasks.

Therefore, on behalf of all aggrieved employees, Mr. Olson seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

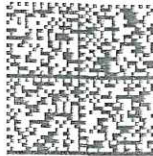
With kind regards,



Edwin Aiwazian, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

GKN Aerospace Chem-Tronics Inc.  
c/o CSC - Lawyers Incorporating Service  
Agent for Service of Process  
2710 Gateway Oaks Drive, Suite 150N  
Sacramento, CA 95833



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**\$8.00**  
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**CERTIFIED MAIL<sup>®</sup> RECEIPT**  
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For delivery information, visit our website at [www.usps.com](http://www.usps.com)<sup>®</sup>

**OFFICIAL USE**

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☐ Adult Signature Required \$ \_\_\_\_\_  
☐ Adult Signature Restricted Delivery \$ \_\_\_\_\_

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GKN Aerospace Chem-Tronics Inc.  
 c/o CSC - Lawyers Incorporating Service  
 Agent for Service of Process  
 2710 Gateway Oaks Drive, Suite 150N  
 Sacramento, CA 95833

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

0 0 4 2 0

**LAWYERS FOR**  
**JUSTICE**  
 410 ARDEN AVE, SUITE 203 / GLENDALE, CA 91203

# CERTIFIED MAIL

## SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

GKN Aerospace Chem-Tronics Inc.  
c/o CSC - Lawyers Incorporating Service  
Agent for Service of Process  
2710 Gateway Oaks Drive, Suite 150N  
Sacramento, CA 95833



9590 9402 7020 1225 8869 20

2. Article Number (Transfer from service label)

7020 2450 0001 0967 8085

PS Form 3811, July 2020 PSN 7530-02-000-9053

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

**X**

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

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☐ Certified Mail Restricted Delivery

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☐ Collect on Delivery Restricted Delivery

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☐ Mail Restricted Delivery

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☐ Registered Mail Restricted Delivery

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☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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You may purchase First-Class Mail® or Priority Mail® International mail insurance coverage with Certified Mail.  
For an additional endorsement on the following: Return receipt of delivery (intentional delivery)  
You can request electronic verification of delivery (intentional delivery)  
Receipt attached to Form 3800, PSN 7530-02-000-9053

# **EXHIBIT C**



AEGIS LAW FIRM, PC  
9811 Irvine Center Drive, Suite 100  
Irvine, California 92618  
Telephone: 949.379.6250  
Facsimile: 949.379.6251  
www.aegislawfirm.com

July 26, 2023

**VIA ONLINE SUBMISSION**

California Labor and Workforce Development Agency  
Attn: PAGA Administrator

**VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)**

Agent for Service of Process for GKN Aerospace Chem-Tronics Inc.:  
CSC – Lawyers Incorporating Service  
2710 Gateway Oaks Dr., Suite 150N  
Sacramento, CA 95833

GKN Aerospace Chem-Tronics Inc.:  
1150 West Bradley Avenue  
El Cajon, CA 92020

GKN Aerospace Chem-Tronics Inc.:  
P.O. Box 1604  
El Cajon, CA 92020

Re: Donald J Tvrdik v. GKN Aerospace Chem-Tronics Inc.

Dear Labor and Workforce Development Agency; GKN Aerospace Chem-Tronics Inc.:

Please allow this correspondence to serve as written notice required by California Labor Code § 2699.3(a)(1) of the specific provisions of the Labor Code allegedly violated by GKN Aerospace Chem-Tronics Inc. and any other employers or person(s) acting on behalf of the employer as such phrase is used under Labor Code sections 558 and 558.1 (“Respondent”), and the facts and theories in support of said allegations. This firm represents Donald J Tvrdik (“Claimant”); we hereby notify you that Claimant intends to seek penalties against Respondent under the Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698 *et seq.*, on Claimant’s own behalf and all other aggrieved employees.

**Specific Provisions of the Labor Code Allegedly Violated by Respondent**

The specific provisions of the Labor Code allegedly violated by Respondent and the provisions under which Claimant submits this correspondence include the following: §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246 *et seq.*, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802.

**Facts and Theories Supporting the Allegations Against Respondent**

Claimant and other aggrieved employees worked for Respondent in California as non-exempt employees. Claimant was employed by Respondent in California within the past year.

During the past year, Respondent failed to provide 30-minute uninterrupted meal periods within the appropriate time intervals to Claimant and other aggrieved employees as required by Labor Code section 512 and section 11 of the applicable Wage Order. Claimant and other aggrieved employees frequently worked shifts over five hours and did not receive lawful meal periods because they were discouraged from taking meal periods, were interrupted during their meal periods, were required to remain on call during meal periods, and/or were not scheduled to be relieved at the appropriate intervals to receive all lawful meal periods, among other reasons. As a result, their meal periods were missed, late, short, and/or interrupted.

When Claimant and other aggrieved employees missed meal periods or if the meal periods were late, short, and/or interrupted, Respondent violated Labor Code sections 226.7 and 512, as well as section 11 of the applicable Wage Order, by failing to pay an additional hour of pay at the regular rate of pay to Claimant and other aggrieved employees for every day in which they suffered a meal period violation.

Respondent failed to authorize or permit paid 10-minute rest periods for every four hours or major fraction thereof worked because Claimant and other aggrieved employees were required or incentivized to work through their rest periods, discouraged from taking their rest periods, required to remain on call during rest periods, and/or were not scheduled to be relieved at the appropriate intervals to receive all rest periods.

When Claimant and other aggrieved employees did not receive rest periods, Respondent violated Labor Code section 226.7 and section 12 of the applicable Wage Order by failing to pay an additional hour of pay at the regular rate of pay to Claimant and other aggrieved employees.

Respondent failed to pay Claimant and other aggrieved employees at least the legal minimum wage, sick pay, and overtime wage (in violation of Labor Code sections 246 *et seq.*, 510, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198) due to Respondent's policy and practice of requiring Claimant and aggrieved employees to work off-the-clock, failing to pay required sick leave pay, failing to pay wages using the appropriate regular rate of pay (e.g., excluding shift differentials or other incentive pay) or the required minimum wage, failing to pay reporting time pay, failing to pay for time spent waiting for COVID health screenings or otherwise waiting to clock in, and/or failing to pay for all recorded time, among other reasons. Respondent failed to pay Claimant and other aggrieved all minimum, regular, and overtime wages for these hours.

Claimant and other aggrieved employees incurred necessary business-related expenses as a direct consequence of the discharge of their job duties for the benefit of Respondent, such as purchase of tools and equipment. As such, Respondent violated Labor Code §§ 2800 and 2802 by failing to reimburse Claimant and other aggrieved employees for such expenses.

As a result of, and in addition to, these actions, Respondent violated Labor Code sections 226, and 226.3 by failing to provide itemized wage statements that accurately reported the following: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;

(4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Specifically, the wage statements failed to list the correct hours, rates, and pay due to the above unpaid wage violations, among other violations.

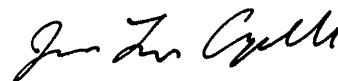
Respondent violated Labor Code sections 1174 and 1174.5 by failing to maintain accurate and complete records showing the hours worked daily by the aggrieved employees and the wages paid to aggrieved employees (due to the same underpayment of wages referenced above).

Furthermore, Respondent violated the Labor Code by failing to properly pay all these wages owed throughout aggrieved employees' employment and following the end of these workers' employment with Respondent due to the above violations (in violation of Labor Code sections 201, 202, 203, 204).

Based on these violations, Claimant seeks attorneys' fees, interest, and penalties under the Labor Code. Enclosed and incorporated by reference is the class action complaint Claimant intends to file on behalf of herself and all other aggrieved employees against Respondent. Claimant intends to amend the complaint to include a cause of action pursuant to Labor Code §§ 2698, *et seq.*, after the minimum required review period elapses and will file a conformed copy of the complaint after it has been filed with the court.

Thank you for your assistance on this matter. Should you have any questions or comments, please do not hesitate to contact the undersigned.

Very truly yours,  
AEGIS LAW FIRM, PC



Jessica L. Campbell

Enclosure: Class Action Complaint

July 26, 2023

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Tromps Inc.

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2. Article Number (Transfer from service label)

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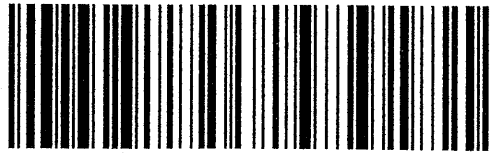
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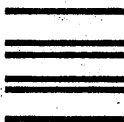
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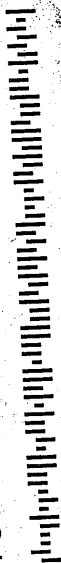
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Turdick v. GKN



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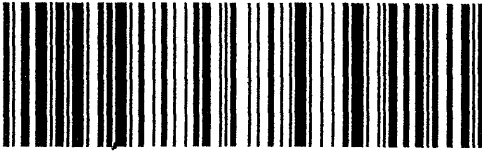
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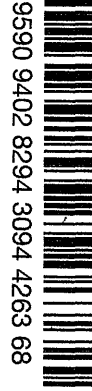
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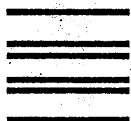
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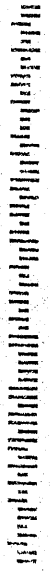
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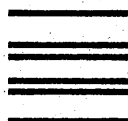
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