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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JOHN ARIAS, individually, and on behalf of all others similarly situated; and JEFFREY HENSLEY, individually, and on behalf of all others similarly situated, *Plaintiffs*, v. FLOWSERVE US, INC.; and DOES 1 through 10, inclusive, *Defendants*.	Case No.: 22STCV27829 **CLASS AND REPRESENTATIVE ACTION** [*Assigned for all purposes to:* Hon. Laura Seigle, Dept. 17] **DECLARATION OF NICOL E. HAJJAR IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT** Date: October 17, 2024 Time: 9:00 a.m. Dept: 17 Complaint filed: August 25, 2022 Trial date: None set

DECLARATION OF NICOL E. HAJJAR

I, Nicol E. Hajjar, declare as follows:

1. I am admitted, in good standing, to practice as an attorney in the State of California, the Ninth Circuit Court of Appeals, and the United States District Courts for the Central, Eastern, and Northern Districts of California. I am a Partner at Wilshire Law Firm, PLC, counsel of record for Plaintiffs JOHN ARIAS and JEFFREY HENSLEY of the above-entitled matter and Co-counsel for Plaintiff ESTEBAN ROMO of the Related[1] case ("Plaintiffs"). I have personal knowledge of the facts set forth in this declaration and could and would competently testify to them under oath if called as a witness. This Declaration is submitted in support of Plaintiffs' Motion for Final Approval of Class Action Settlement.

CASE BACKGROUND

2. This is a wage and hour class action and PAGA representative action. Plaintiffs Hensley and Arias and putative class members worked in California as non-exempt employees for Defendant during the class period. Plaintiff Romo worked as an exempt employee for Defendant during the class period. Defendant manufactures industrial pumps, valves and seals and operates from multiple locations in California.

3. Plaintiffs allege that Defendant's payroll, timekeeping, and wage and hour practices resulted in Labor Code violations. Plaintiffs allege that Defendant failed to include all renumeration in the employees' overtime rate and meal and rest period premiums. Plaintiffs further allege that Defendant failed to provide employees with legally compliant meal and rest periods. Plaintiffs also alleged that Defendant failed to reimburse necessary business expenses. Based on these allegations, Plaintiffs assert claims against Defendant for failure to pay minimum and straight time wages, failure to pay overtime wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay all final wages at termination, failure to provide accurate itemized wage statements, unfair business practices, and civil penalties under PAGA.

4. On August 24, 2021, Plaintiff Romo filed a representative action against Defendant

[1] On June 13, 2023, the Court in the above-entitled action Related the *Romo v. Flowserve US, Inc.*, Case No. 22STCV27551.

with a single claim for civil penalties under PAGA, including an additional claim for failure to reimburse all business expenses pursuant to Labor Code §2802. On August 25, 2022, Plaintiffs Hensley and Arias filed a putative wage-and-hour class action complaint against Defendant for: (1) failure to pay minimum and straight time wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197); (2) failure to pay overtime wages (Cal. Lab. Code §§ 1194 and 1198); (3) failure to provide meal periods (Cal. Lab. Code §§ 226.7 and 512); (4) failure to authorize and permit rest periods (Cal. Lab. Code §§ 226.7); (5) failure to timely pay final wages at termination (Cal. Lab. Code §§ 201-203); (6) failure to provide accurate itemized wage statements (Cal. Lab. Code § 226); (7) unfair business practices (Cal. Bus. & Prof. Code §§ 17200, et seq.); and (8) for civil penalties under PAGA.

DISCOVERY AND INVESTIGATION

5. Following the filing of the Complaint, the parties informally exchanged documents and information before mediating this action. Defendant produced raw timekeeping and payroll records (i.e. not a sampling) for approximately 283 putative class members in electronic format, covering the time period of April 15, 2019 to December 18, 2022. The data Defendant provided covered approximately 32,537 workweeks and 16,817 pay periods. Defendant also provided documents of their wage and hour policies and practices during the class period, and information regarding the total number of current and former employees.

6. After reviewing documents regarding Defendant's wage and hour policies and practices, analyzing Defendant's timekeeping and payroll records, Class Counsel was able to evaluate the probability of class certification, success on the merits, and Defendant's maximum monetary exposure for all claims. Class Counsel also investigated the applicable law regarding the claims and defenses asserted in the litigation. Notably, Defendant maintained a compliant meal period policy in writing however, it's and practices resulted in missed meal periods. Class Counsel reviewed these records and utilized an expert to prepare a damages analysis prior to mediation.

SETTLEMENT NEGOTIATIONS

7. On May 26, 2023, the Parties participated in private mediation with experienced class action mediator, Kelly Knight, Esq. The mediation was conducted via Zoom. The settlement

negotiations were at arm's length and, although conducted in a professional manner, were adversarial. The Parties went into the mediation willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate their position through trial and appeal if a settlement had not been reached.

8. After extensive negotiations and discussions regarding the strengths and weaknesses of Plaintiffs' claims and Defendant's defenses, the Parties were able to reach a resolution, the material terms of which are encompassed within the Memorandum of Understanding ("Settlement" or "MOU"). Attached as **Exhibit 1** is a true and correct copy of the MOU.

9. The parties continued to engage in settlement discussions and worked together to draft a long-form settlement agreement, entitled CLASS ACTION AND PAGA SETTLEMENT AGREEMENT. Attached as **Exhibit 2** is a true and correct copy of the Class Action and PAGA Settlement Agreement.

10. This Court granted preliminary approval of a $1,000,000.00 class action settlement on May 23, 2024.

11. Since then, the total number of Class Members has increased from 317 to 371, after the Parties analyzed updated timekeeping and payroll data provided by Defendant through the date of preliminary approval. . Pursuant to the Escalator Clause in Section 8 of the Agreement, the gross settlement amount should increase to $1,097,694.10 ($1,000,000.00 + $97,694.10), which represents a 9.76% increase.

12. If the Court applies the Escalator Clause and increases the gross settlement amount by $97,694.10 to $1,097,694.10, there will be no prejudice to class members even though the class notice disclosed a lower amount. Such an increase will result in each class member receiving a larger settlement share. Since there are no objections and only two opt-outs to the settlement, participating class members are presumably pleased with the lower estimated amount that was disclosed in the notice, and so one can assume that they will be even more pleased to receive additional money.

13. $50,000 shall be allocated as a settlement of Plaintiff's claims under PAGA, with

75% of which ($37,500) will be paid to the LWDA and 25% ($12,500) will be paid to the Aggrieved Employees. (Ex. 2: Agreement ¶ 3.2.5.1.)

14. Class Counsel submitted the proposed settlement and accompanying papers to the LWDA before filing this Motion for Final Approval.

15. The Settlement provides that Defendant will not oppose a fee application of up to 33 1/3% ($333,000.00) of the Settlement Amount, plus out-of-pocket costs not to exceed $20,000.00. (Ex. 3: Agreement ¶ 3.2.2.) However, the Potential Increase in Funding clause of the Settlement Agreement was triggered. Since then, the total number of Class Members has increased from 317 to 371, the Settlement Amount increased by 9.76%. Since the Settlement Amount was increased by 9.76%, the increased Settlement Amount is $1,097,694.10 ($1,000,000.00 + $97,694.10).

16. At this time, Class Counsel's costs are approximately $14,142.68. A true and correct copy of Plaintiffs' costs to the date is attached to this declaration as **Exhibit 3**.

17. Class Counsel submitted the proposed settlement and accompanying papers to the LWDA before filing this Motion for Final Approval.

18. Aside from the Related case (*Romo v. Flowserve US, Inc.*, Case No. 22STCV27551), there are no other related actions that might be encompassed in the scope of the released claims alleged in this action.

THE PROPOSED SETTLEMENT IS FAIR AND REASONABLE

19. Class Counsel has conducted a thorough investigation into the facts of this case. Based on the foregoing discovery and their own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement is fair, reasonable, and adequate and is in the best interests of the Settlement Class Members in light of all known facts and circumstances, the risk of significant delay, the defenses that could be asserted by Defendant both to certification and on the merits, trial risk, and appellate risk.

20. Based on an analysis of the facts and legal contentions in this case, documents and information from Defendant, I evaluated Defendant's maximum exposure. I took into account the risk of not having the claims certified and the risk of not prevailing at trial, even if the claims are

certified. After using the data Defendant provided, including raw timekeeping and payroll records (i.e., not a sampling) for approximately 283 putative class members in electronic format, as well as class member demographics (i.e., the number of class members, workweeks, and average total compensation of the class), with the assistance of a statistics expert, I created a damages model to evaluate the realistic range of potential recovery for the class. The damages model is based on the following benchmarks:

Total Class Members: 371
Terminated Class Members during 3-year statute: 246
Total Workweeks: 42,034
PAGA Pay Periods: 8,002
Avg. Hourly Rate: $33.12
Class period: August 25, 2018 through May 23, 2024, the date of preliminary approval

21. Plaintiffs allege that Defendant required them and similarly situated class members to work in lieu of taking meal periods, and Defendant lacked legally compliant policies and practices providing meal periods for the entirety of the class period. My expert analyzed Defendant's timekeeping records and found that approximately 77.8% of all meal breaks had alleged violations of short, missed, or no meal periods. Potential liability for the meal period claim, factoring in the premiums issued to off-set the remaining premiums owed, which includes shifts 5-6 hours long, shifts over six hours long, shifts over ten hours long, and shifts over 12 hours long is $5,835,869.00, including interest; however, I discounted this figure by 80% to account for the difficulty of certifying and proving meal period claims, especially in light of the federal enclave exemption, and to account for the possibility of class members voluntarily choosing to forego a meal period, yielding a realistic damage estimate of $**1,167,173.80**. Notably, Defendant maintained a compliant meal period policy in writing however, its and practices resulted in missed meal periods. [2]

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[2] Discounts for risk at certification and trial is reasonable because the Judicial Council of California found that only 21.4% of all class actions were certified either as part of a settlement *or* as part of a contested certification motion. *See* Findings of the Study of California Class Action

22. With respect to the rest period claim, Plaintiffs allege that Defendant required him and similarly situated class members to work in lieu of taking rest periods, and Defendant lacked legally compliant policies and practices authorizing and permitting employees to take uninterrupted, off-duty rest periods for the entirety of the class period. Assuming a 50% violation rate for the entirety of the class period based on Plaintiff's and other class members' experience working for Defendant, Defendant's potential liability for the rest period claim is $3,205,668.00; however, I discounted this figure by 80% to account for the difficulty of certifying and proving rest period claims, particularly because rest periods do not have to be recorded, and to account for the possibility of class members voluntarily choosing to forego a rest period, yielding a realistic damage estimate of **$641,133.60**.

23. With respect to Plaintiff Romo's reimbursement claim, Plaintiff alleged that Defendant required employees to work remotely, and resulted in employees purchasing monitors, keyboards, printers, using their remote location internet connection to perform required duties on behalf of Defendant, and using their personal cell phones. During the course of informal discovery, Defendant provided me with information supporting that Plaintiff Romo and other similarly situated employees were essential workers and required to report to work at Defendant's facilities – even throughout the pandemic. Further, Defendant provided Plaintiff Romo with a companyissued laptop and cell phone, and was the only person with his job title and job duties. Accordingly, Plaintiff and other employees did not have to incur any business-related expenses to perform their respective duties. For these reasons, I discounted this claim by 100% to account for the difficulty of certifying and proving reimbursement claims.

24. With respect to Plaintiffs and the class member's maximum recovery for unpaid minimum and overtime wages, Plaintiffs evaluated the unpaid minimum and overtime wages by applying a rounding analysis which combines the minimum wage and overtime claims. Plaintiffs estimated $499,301 as the total amount for unpaid overtime wages. However, great caution was exercised to avoid counting the unpaid minimum wages which were previously accounted for in

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Litigation, 2000-2006, available at http:// www.courts.ca.gov/documents/class-action-lit-study.pdf.

calculations for Defendant's failure to pay for all hours worked.

25. In sum, Plaintiffs and the class member's maximum recovery for the unpaid wages and expenses based on the alleged failure to pay for all hours worked (minimum, straight time, and overtime wages), failure to provide premiums for all meal and rest period violations is $9,041,537, but, **after factoring in the risk and uncertainty of prevailing at certification and trial, Plaintiffs' realistic estimated recovery for the non-penalty claims is $1,808,307.40.**

26. With respect to Plaintiffs' derivative claims for statutory and civil penalties, Plaintiffs estimated that Defendant's realistic potential liability is $2,013,313. While Defendant's maximum potential liability for waiting time penalties is $1,225,413.00 based on approximately 137 terminated class members during the 3-year statute, $787,900.00 for inaccurate wage statements based on approximately 246 class members who worked 8,002 pay periods within the 1-year statute, and $800,200.00 for PAGA violations based on the Court assessing a $100 penalty for initial violations for all 8,002 pay periods within the 1-year statute, I believe that it would be unrealistic to expect the Court to award the full $2,013,313.00 in penalties given Defendant's defenses, the contested nature of Plaintiffs' claims, and the discretionary nature of penalties. To derive realistic estimates for each of the statutory and civil penalties, I weigh the above factors, and apply a discount to account for the risk and uncertainty of prevailing at trial. As such, doing so would bring the realistic potential liability for waiting time penalties down from $1,225,413.00 to $245,082.60, the realistic potential liability for inaccurate wage statements from $787,900.00 to $157,580. Considering that the underlying claims are realistically estimated to be $1,808,307.40, such a disproportionate award would also raise due process concerns. Weighing these factors, and applying a discount to account for the risk and uncertainty of prevailing at trial, I arrived at **$402,662.60** for statutory and civil penalties.

27. **Using these estimated figures, Plaintiffs predicted that the realistic maximum recovery for all claims, including penalties, would be $2,210,970.00. This means that the $1,000,000.00 settlement figure represents approximately 45% of Plaintiffs' assessment of the realistic maximum recovery ($1,000,000/ $2,210,970= 45.2%)** However, since the total number of Class Members was 371, the Settlement Amount increased by 9.76%) to $1,097,694.10

($1,000,000.00 + $97,694.10). (Agreement, ¶ 8.) Considering the risk and uncertainty of prevailing at class certification and at trial, this is an excellent result for the Class. Indeed, because of the proposed Settlement, class members will receive timely, guaranteed relief and will avoid the risk of an unfavorable judgment.

28. While Plaintiffs are confident in the merits of their claims, a legitimate controversy exists as to each cause of action. Plaintiffs also recognize that proving the amount of wages due to each Class Member would be an expensive, time-consuming, and uncertain proposition.

29. The settlement avoids the risks and the accompanying expense of further litigation. Although the Parties had engaged in a significant amount of investigation, informal discovery and class-wide data analysis, the Parties had not yet completed formal written discovery. Plaintiffs intended to depose corporate officers and managers of Defendant. Moreover, preparation for class certification and a trial remained for the Parties as well as the prospect of appeals in the wake of a disputed class certification ruling for Plaintiffs and/or adverse summary judgment ruling. Had the Court certified any claims, Defendant could move to decertify the claims. As a result, the Parties would incur considerably more attorneys' fees and costs through trial.

30. The Net Settlement Amount available for Class Member settlement payments is estimated to be $638,296.07, for a class of 371 persons.[3] **As a result, each Settlement Class Member is eligible to receive an average net benefit of approximately $1,809.15.**

31. The proposed settlement of $1,097,694.10 therefore represents a substantial recovery when compared to Plaintiffs' reasonably forecasted recovery. When considering the risks of litigation, the uncertainties involved in achieving class certification, the burdens of proof necessary to establish liability, the probability of appeal of a favorable judgment, it is clear that the settlement amount of $1,097,694.10 is within the "ballpark" of reasonableness, and final settlement approval is appropriate.

ENHANCEMENT AWARD FOR PLAINTIFFS IS REASONABLE

[3] The Net Settlement Amount is: $1,097,694.10 minus $15,000.00 for class representative service award, minus $9,500.00 in administration costs, minus $37,500.00 for PAGA portion sent to the LWDA, minus $12,500.00 the PAGA amount, minus $365,898.03 for Class Counsel's attorneys' fees, and minus $14,642.68 for Class Counsel's litigation expenses.

32. Class Counsel represent that Plaintiffs devoted a great deal of time and work assisting counsel in the case, communicated with counsel very frequently for litigation and to prepare for mediation, and was frequently in contact with Class Counsel during the mediation. Plaintiffs' requested enhancement awards are reasonable particularly in light of the substantial benefits Plaintiffs generated for all class members.

33. Throughout this litigation, Plaintiffs, who are former employees of Defendant, have cooperated immensely with my office and has taken many actions to protect the interests of the class. Plaintiffs provided valuable information regarding unpaid overtime, meal period, and rest period claims. Plaintiffs also informed my office of developments and information relevant to this action, participated in decisions concerning this action, made themselves available to answer questions during the mediation. Before we filed this case, Plaintiffs provided my office with several documents. The information and documentation provided by Plaintiffs were instrumental in establishing the wage and hour violations alleged in this action, and the recovery provided for in the Settlement Agreement would have been impossible to obtain without Plaintiffs' participation.

34. At the same time, Plaintiffs faced many risks in adding themselves as the class representatives in this matter. Plaintiffs faced actual risks with his future employment, as putting themselves on public record in an employment lawsuit could also very well affect their likelihood for future employment. Furthermore, as part of this settlement, Plaintiffs are executing a general release of all claims against Defendant.

35. In turn, class members will now have the opportunity to participate in a settlement, reimbursing them for alleged wage violations they may have never known about on their own or been willing to pursue on their own. If these class members would have each tried to pursue their legal remedies on their own, that would have resulted in each having to expend a significant amount of their own monetary resources and time, which were obviated by Plaintiffs putting themselves on the line on behalf of these other class members.

36. In the final analysis, this class action would not have been possible without the aid of Plaintiffs, who put their own time and effort into this litigation, sacrificed the value of their own individual claims, and placed themselves at risk for the sake of the class members. The requested

enhancement award for Plaintiffs for their service as the class representatives and for their general release of all individual claims is a relatively small amount of money when the time and effort put into the litigation are considered and in comparison to enhancements granted in other class actions. The requested incentive award is therefore reasonable to compensate Plaintiffs for their active participation in this lawsuit.

THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

37. The Settlement provides for attorney's fees payable to Class Counsel in an amount up to one-third (33 1/3%) of the Settlement Amount, for a maximum fees award of $333,000.00, plus actual costs and expenses not to exceed $20,000.00. However, the Escalator Clause was triggered adding $32,898.03, for a total fee of $365,898.03. (Agreement ¶ 3.2.2) The proposed award of attorneys' fees to Class Counsel in this case can be justified under either method – lodestar or percentage recovery. Class Counsel, however, intend to base the proposed award of fees, costs and expenses on the percentage method as many of the entries in the time records will have to be redacted to preserve attorney-client and attorney work product privileges.

38. Attached as **Exhibit 4** is a true and correct copy of Wilshire Law Firm's timesheets in this matter.

39. There are additional hours devoted by me (and by my colleagues) to this litigation that are not reflected in Class Counsel's request for attorney's fees.

40. Additional time will be required by Class Counsel to obtain final approval of the settlement and requested awards, monitor the settlement and respond to class member inquiries, and oversee administration of the settlement and distribution of the fund. I estimate that my office will commit no less than 10 hours to those tasks and have included those hours above. Given my firm's time spent on this case and the positive reaction by the class, the requested fee award is reasonable and fair.

41. I am informed and believe that the fee and costs provision is reasonable. The fee percentage requested is less than that charged by my office for most employment cases. My office invested significant time and resources into the case, with payment deferred to the end of the case, and then, of course, contingent on the outcome.

42. The risk to my office has been very significant, particularly if we would not be successful in pursuing this class action. In that case, we would have been left with no compensation for all the time taken in litigating this case. Indeed, I have taken on a number of class action cases that have resulted in thousands of attorney hours being expended and ultimately having certification denied or the defendant company going bankrupt. The contingent risk in these types of cases is very real and they do occur regularly. Furthermore, we were precluded from focusing on, or taking on, other cases which could have resulted in a larger, and less risky, monetary gain.

43. As of the drafting of this motion, my office has incurred around $14,142.68 in expenses litigating this action, and we anticipate accruing additional costs up to Final Approval of the Settlement. A true and correct copy of Plaintiffs' costs to the date is attached to this declaration as **Exhibit 3**. These expenses were reasonably necessary to the litigation and were actually incurred by my office. They should be reimbursed in full, up to the maximum amount allowed in the Settlement Agreement. I also anticipate that my office will at least $500.00 in additional costs up to the time the Court enters a judgment in this action and schedules a hearing on distribution; this figure is based primarily on charges for additional filing, attorney service fees, and court reporting fees of approximately $500.00. Because of these additional costs, I respectfully request that the Court allow Plaintiffs' counsel to recover $14,642.68 in costs.

44. Wilshire Law Firm, PLC has a fee-splitting agreement with counsel in the Romo case, Justin Lo, Esq., of Work Lawyers, P.C.

MY EXPERIENCE AND QUALIFICATIONS

45. Wilshire Law Firm, PLC was selected by Best Lawyers and U.S. News & World Report as one of the nation's Best Law Firms in 2022 and is comprised of over 50 attorneys and over 250 employees. Wilshire Law Firm, PLC is actively and continuously practicing in employment litigation, representing employees in both individual and class actions in both state and federal courts throughout California.

46. Wilshire Law Firm, PLC is qualified to handle this litigation because its attorneys are experienced in litigating Labor Code violations in both individual, class action, and representative action cases. Wilshire Law Firm, PLC has handled, and is currently handling,

numerous wage and hour class action lawsuits, as well as class actions involving consumer rights and data privacy litigation.

47. My practice is focused on advocating for the rights of employees in class action litigation and individual state and federal litigation. I am currently the primary attorney in charge of litigating several class action cases.

48. I was selected to serve on CAOC's Board of Directors in 2020, 2021, 2022, and 2023 and 2024 and I am an active member of CAALA, CELA. I sit on CELA's women's committee as co-chair and wage and hour committee and I was selected to speak at CELA's 2020 Advanced Wage & Hour Seminar. Further, I have extensively litigated employment cases for the past eight years, including a successful wage and hour trial wherein the jury awarded Plaintiff wage and hour damages and Plaintiff was awarded PAGA penalties.

49. I have received numerous awards for my legal work. The National Trial Attorneys selected me as a "Top 10 Wage and Hour Trial Lawyer," and a "Top 40 Under 40" attorney. Super Lawyers selected me as one of their "Rising Stars" every year since 2018.

50. My current contingent billing rate of $850 per hour is consistent with my practice area, numerous awards received, legal market and accepted hourly rates.

WILSHIRE LAW FIRM'S EXPERIENCE AND QUALIFICATIONS

51. Elizabeth M. Votra is a sixth-year Associate Attorney at Wilshire Law Firm, PLC. She was admitted to practice law in the State of California and the Central, Southern, Eastern, and Northern Districts of California. She graduated from Florida State University, with a Bachelor of Arts in English Literature, and received her Juris Doctor from California Western School of Law. During law school, she completed externships with two trial court judges in Nevada and Florida, and she was a student mediator at the San Diego Superior Court, North County Division. Since graduating law school, she has focused her legal work exclusively on Plaintiff's employment litigation including both FEHA individual and wage and hour class action litigation. Before joining Wilshire Law Firm, she practiced in a respected wage-and-hour law firm where she worked on dozens of class actions. She has almost three years of experience in wage-and-hour class action cases. Her current contingent billing rate for this case

is $450 per hour, which is consistent with her level of experience in the wage and hour arena.

52. Tina Petrosian is a first-year Associate Attorney at Wilshire Law Firm, PLC. She was admitted to practice law in the State of California and the Central District of California. She graduated from the University of California, Santa Barbara with a Bachelor of Arts in English, and received her Juris Doctor from Southwestern Law School where she earned a double concentration in Labor & Employment Law and Public Interest Law. During law school, she worked as a law clerk at Shegerian & Associates, a Plaintiff's employment law firm. Since graduating law school, she has continued to focus her legal work exclusively on Plaintiff's employment litigation. Her current contingent billing rate for this case is $450 per hour, which is consistent with her level of experience.

53. Anthony G. Balbuena is a paralegal at Wilshire Law Firm with five years of experience working at law firms, including over two years of experience working on class action cases. He is a graduate of California State University Long Beach with a Bachelor of Arts in Psychology.

NO INTEREST IN THE CY PRES RECIPIENT,
LEGAL AID FOUNDATION OF LOS ANGELES

54. Plaintiffs ARIAS, HENSLEY and ROMO do not have any interest, financial or otherwise, in the proposed *cy pres* recipient, Legal Aid Foundation of Los Angeles.

55. No one at Wilshire Law Firm, PLC (meaning the law firm itself and anyone employed at the law firm) has any interest, financial or otherwise, in the proposed *cy pres* recipient, Legal Aid Foundation of Los Angeles.

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

Executed on September 20, 2024, at Los Angeles, California.

Nicol E. Hajjar, Esq.

EXHIBIT 1

MEMORANDUM OF UNDERSTANDING ("MOU")

1. This MOU is entered into by and between the parties to the actions entitled *John Arias and Jeffrey Hensley, et al v. Flowserve US, Inc.,* Los Angeles County Superior Court Case No. 22STCV27829, and *Esteban Romo, et al v. Flowserve US, Inc.,* Los Angeles County Superior Court Case No. 22STCV27551. It memorializes the settlement reached at the mediation on May 26, 2023 by the parties. It confirms the essential terms of the settlement and assists in preparation of a full, comprehensive Settlement Agreement. This MOU is enforceable by, binding on, admissible, and subject to disclosure by all parties.

2. The parties intend to enter into a more formal "long form" agreement whose terms are not inconsistent with the terms of this MOU, but if they fail to execute a more formal agreement, this agreement will be final, binding and enforceable pursuant to California Code of Civil Procedure section 664.6. The parties shall have 45 days from the date of this agreement to prepare a "long form" settlement agreement. In the event that the parties do not complete that "long form" agreement within 45 days, either party may move for preliminary approval of this class action settlement on the basis of the terms set forth in this MOU. In that event, the party moving for preliminary approval will propose customary terms and procedures for the notice process and settlement administration, and is also entitled to attorney's fees and costs associated with enforcing the MOU.

3. Plaintiffs' counsel agrees to draft the preliminary and final approval motions for approval by Defendants' counsel. The parties stipulate to class certification for purposes of settlement only.

4. Defendants shall pay a maximum amount ("Maximum Settlement Amount") of $1,000,000 in full and complete settlement of this matter, which sum includes all attorneys' fees and costs, administration costs, enhancement award to the class representatives, and payment to the California Labor and Workforce Developmental Agency. No money will revert to Defendant. The balance after deduction of attorneys' fees and costs, administration costs, an enhancement award, and payment to the California Labor and Workforce Developmental Agency, will be the Net Settlement Amount. Defendant's employer taxes shall be paid separately and in addition to the Maximum Settlement Amount.

5. All class members who do not opt-out will release Defendant from any and all claims asserted in the operative complaint, and any future amendments to the operative complaint, including but not limited to state wage and hour claims for any and all violations of California's Labor Code and Unfair Competition Law based on Defendant's failure to pay for all hours worked (including minimum wages, straight time wages, and overtime wages), failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay all wages due at the time of termination, failure to furnish accurate, itemized wage statements, civil penalties under California's Private Attorneys General Act of 2004 based on the alleged Labor Code violations, and all damages, interest, penalties, attorneys' fees, costs, and other amounts recoverable under said causes of action under California law, to

the extent permissible, including but not limited to the California Labor Code and the applicable Wage Orders.

6. The Settlement Class Members are all persons who worked for any Defendant in California as an hourly paid or non-exempt employee during the Class Period, as defined below.

7. The Class Period starts on August 25, 2018 and shall end upon Court final approval. The PAGA Period starts from August 24, 2021 through the date of final approval.

8. Defendant will not oppose a request by Plaintiffs John Arias, Jeffrey Hensley, and Esteban Romo to be appointed the Class Representative and for an enhancement payment of up to $5,000, per Plaintiff Representative, in exchange for his/their service as the Class Representatives. This amount is paid from the Maximum Settlement Amount and is in addition to the payment to which Plaintiffs are entitled as a Class Member. Even in the event that the Court reduces or does not approve the requested Class Representative's enhancement payment, Plaintiffs shall not have the right to revoke this MOU or this settlement, and it will remain binding. In exchange for the enhancement payment, Plaintiffs John Arias, Jeffrey Hensley and Esteban Romo agree to a full and complete release of any claims that they, and each of them, may have arising out of their employment with Defendant, including a Civil Code section 1542 release.

9. $50,000 of the Maximum Settlement Amount is allocated for violations of PAGA, 75% of which ($37,500) will be paid to the Labor and Workforce Development Agency and 25% ($12,500) will be paid to the Class.

10. Defendant will not oppose an application for an award of attorneys' fees to counsel for Plaintiff, from the Maximum Settlement Amount, of up to 33 1/3% of the Maximum Settlement Amount ($330,000), plus actual costs and expenses up to $20,000 as supported by declaration. Even in the event that the Court reduces or does not approve the requested award to Plaintiff's counsel for attorney's fees and costs, Plaintiff's counsel shall not have the right to revoke this MOU or this settlement, and it will remain binding.

11. The Maximum Settlement Amount includes all administrative costs. The Parties will not oppose an application of up to $30,000 of the Maximum Settlement Amount to the Settlement Administrator for claims administration costs and fees. Fees of the Settlement Administrator shall be paid out of the Maximum Settlement Amount. The parties agree to select a mutually agreeable Settlement Administrator. The Settlement Administrator shall be responsible for payment of all payments to the Settlement Class, and shall be responsible for all appropriate withholding disbursement of taxes, and compliance with all reporting obligations.

12. Settlement Class Members will not be required to submit a claim form to participate in the settlement. The Class will receive a Notice containing instructions on how to opt-out or object to the settlement.

a. Individual settlement payments will be proportionally based on compensable workweeks.

b. The Class Notice will contain the estimated individual settlement payment and dates of employment.

c. Class Members who submit timely requests to opt out of the settlement within 60 days of the Settlement Administrator mailing the Class Notice will not participate in the settlement and will not be bound by the terms of the proposed settlement or the final judgment.

13. Settlement checks will be valid for 180 days, and all funds remaining from uncashed checks after 180 days shall be handled pursuant to California Code of Civil Procedure section 384. The parties select Legal Aid Foundation of Los Angeles (LAFLA) as the *cy pres* recipient. If the Court does not approve the *cy pres* designee, the parties shall select a new *cy pres* designee, with approval by the Court. Any Class Member who does not opt-out will be nevertheless bound by the terms of the agreement regardless of whether he or she cashes the check.

14. The settlement payment for each individual claimant shall be allocated 1/3 as wages, 1/3 as penalties and 1/3 as interest. The Settlement Administrator will be responsible for issuing all tax documents to Class Members.

15. Defendants' best estimate of the Settlement Class size is 317 persons. If, as of the end of the Class Period, the actual Class size is more than 10% of this estimate (i.e., 347 or more Class Members), the Maximum Settlement Amount shall be increased by the average gross payout to individual Class Members based on 347 Class Members. For example, if the average payout based on 317 Class Members is $1,000 per Class Member and there are 30 additional Class Members (347 total Class Members), Defendants will increase the Maximum Settlement Amount by $30,000.00. The Maximum Settlement Amount will not be reduced due to Defendant's estimate.

16. All Class Members who have not validly opted out by the stated time period will be subject to the Release and all other terms of the settlement.

17. The parties and their counsel agree not to take any action to encourage any Class Members to opt out of and/or object to the Settlement. Counsel for Plaintiff reserves the right to encourage Class Members to participate in the settlement.

18. Defendant expressly deny any liability. Neither this MOU nor the "long form" Settlement Agreement shall constitute an admission of liability or the accuracy of any allegation made by Plaintiff or his counsel.

19. Any settlement shall remain confidential until a motion for preliminary approval is filed with the court.

This agreement is executed by the parties and their duly authorized attorneys as of the day and year set forth below:

IT IS SO AGREED.

On Behalf of Plaintiff John Arias and Jeffrey Hensley, et al:

Dated: 5/26/2023, 2023

DocuSigned by:
F4E78BA4F67F4F5...
John Arias, Plaintiff

On Behalf of Plaintiff John Arias and Jeffrey Hensley, et al:

Dated: 5/26/2023, 2023

DocuSigned by:
3DE4CA1CD837429...
Jeffrey Hensley, Plaintiff

On Behalf of Plaintiff Esteban Romo, et al:

Dated: ____________________, 2023

Esteban Romo, Plaintiff

On Behalf of Defendant Flowserve US, Inc.:

Dated: ____________________, 2023

Name:
Title:

Approved as to form:

WILSHIRE LAW FIRM, PLC

Dated: 5/26/2023, 2023

DocuSigned by:
Elizabeth Votra
2ECFF47767774CD...
Nicol E. Hajjar, Esq.
Elizabeth M. Votra, Esq.
Attorneys for Plaintiffs and the Class

This agreement is executed by the parties and their duly authorized attorneys as of the day and year set forth below:

IT IS SO AGREED.

On Behalf of Plaintiff John Arias and Jeffrey Hensley, et al:

Dated: ____________________, 2023

____
John Arias, Plaintiff

On Behalf of Plaintiff John Arias and Jeffrey Hensley, et al:

Dated: ____________________, 2023

____
Jeffrey Hensley, Plaintiff

On Behalf of Plaintiff Esteban Romo, et al:

Dated: ____________________, 2023

____
Esteban Romo, Plaintiff

On Behalf of Defendant Flowserve US, Inc.:

Dated: 5/26/2023, 2023

DocuSigned by:

C7D62B2EE10343F...

Name: Hisham Masri
Title: Employment Counsel

Approved as to form:

WILSHIRE LAW FIRM, PLC

Dated: ____________________, 2023

____
Nicol E. Hajjar, Esq.
Elizabeth M. Votra, Esq.
Attorneys for Plaintiffs and the Class

This agreement is executed by the parties and their duly authorized attorneys as of the day and year set forth below:

IT IS SO AGREED.

On Behalf of Plaintiff John Arias and Jeffrey Hensley, et al:

Dated: ____________________, 2023

____
John Arias, Plaintiff

On Behalf of Plaintiff John Arias and Jeffrey Hensley, et al:

Dated: ____________________, 2023

____
Jeffrey Hensley, Plaintiff

On Behalf of Plaintiff Esteban Romo, et al:

Dated: 5/26/2023, 2023

DocuSigned by:
5EA773428EF0428...
____
Esteban Romo, Plaintiff

On Behalf of Defendant Flowserve US, Inc.:

Dated: ____________________, 2023

____
Name:
Title:

Approved as to form:

WILSHIRE LAW FIRM, PLC

Dated: ____________________, 2023

____
Nicol E. Hajjar, Esq.
Elizabeth M. Votra, Esq.
Attorneys for Plaintiffs and the Class

WORK LAWYERS, PC

Dated: ____________________, 2023

Justin Lo, Esq.
Attorneys for Plaintiff Esteban Romo

SANCHEZ & AMADOR LLP

Dated: May 26, 2023

Marytza Reyes, Esq.
Brittaney de la Torre, Esq.
Jamie Rudman, Esq.
Attorneys for Defendant, Flowserve US, Inc.

WORK LAWYERS, PC

Dated: 5/26/2023, 2023

DocuSigned by:
Justin Lo
851114C5405E4A4...

Justin Lo, Esq.
Attorneys for Plaintiff Esteban Romo

SANCHEZ & AMADOR LLP

Dated: ____________________, 2023

Marytza Reyes, Esq.
Brittaney de la Torre, Esq.
Jamie Rudman, Esq.
Attorneys for Defendant, Flowserve US, Inc.

EXHIBIT 2

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (Agreement) is made by and between the Named Plaintiffs, John Arias, Jeffrey Hensley, and Esteban Romo, for their own behalf and on behalf of all members of the Settlement Class, as defined below, on the one hand, and Defendant Flowserve US Inc. on its own behalf and on behalf of its past and present parents, subsidiaries and affiliates, and their respective past and present predecessors, successors, assigns, representatives, officers, directors, agents and employees[1], on the other hand (collectively the Parties,), in the lawsuits *Arias and Hensley, et al. v. Flowserve US, Inc., et al,* filed in the Los Angeles County Superior Court, Spring Street Case No. 22STCV27829 and *Romo, et al. v. Flowserve US, Inc., et al,* filed in the Los Angeles County Superior Court, Case No. 22STCV27551. This Settlement Agreement resolves all claims that were asserted or could have been asserted against Defendants pertaining to the claims in the Litigation.

1. **DEFINITIONS**.

1.1. Administrator means CPT Group, Inc. the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.2. Administration Expenses Payment means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator s not to exceed bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.3. Aggrieved Employee means a person employed by Flowserve in California as an hourly paid or non-exempt employee during the PAGA Period.

1.4. Class Action means Plaintiffs Hensley s and Arias civil lawsuit against Flowserve captioned *John Arias and Jeffrey Hensley et al. v. Flowserve US Inc.*, Case No. 22STCV27829, initiated on August 25, 2022 and pending in Superior Court of the State of California, County of Los Angeles, alleging: (1) failure to pay minimum wage and straight time wages (2) failure to pay overtime wages (3) failure to provide meal periods (4) failure to authorize and permit rest periods (5) failure to timely pay final wages at termination (6) failure to provide accurate itemized wage statements (7) unfair business practices and (8) civil penalties under the Private Attorneys General Act (PAGA).

1.5. Class Counsel means Nicol E. Hajjar and Elizabeth M. Votra of Wilshire Law Firm and Justin Lo of Work Lawyers, PC.

1.6. Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys fees and expenses, respectively, incurred to prosecute the Class Action and PAGA Action.

[1] To the extent that the parties are aware, there is no intra-class conflict between Flowserve s former and current employees as it pertains to this Agreement.

1.7. Class Data means the Settlement Class Member s identifying information in Flowserve s possession including the Settlement Class Member s names, last-known addresses, Social Security numbers, and number of Class Period Workweeks and PAGA Pay Periods.

1.8. Class Member Address Search means the Administrator s investigation and search for current Settlement Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Settlement Class Members.

1.9. Class Notice means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Settlement Class Members in English, with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.10. Class Representatives means the named Plaintiffs in the Operative Complaint seeking Court approval to serve as Class Representatives.

1.11. Class Representative Service Payments means the payments to the Class Representatives for initiating the Action and providing services in support of the Action.

1.12. Court means the Superior Court of California, County of Los Angeles.

1.13. Flowserve means named Defendant Flowserve US Inc.

1.14. Defense Counsel means Marytza J. Reyes, Jamie Rudman, and Brittaney D. de la Torre of Sanchez & Amador, LLP.

1.15. Effective Date means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Settlement Class Member objects to the Settlement, the day the Court enters Judgment (b) if one or more Participating Settlement Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.16. Final Approval means the Court s order granting final approval of the Settlement.

1.17. Final Approval Hearing means the Court s hearing on the Motion for Final Approval of the Settlement.

1.18. Final Judgment means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.19. Gross Settlement Amount means One Million Dollars and Zero Cents ($1,000,000.00) which is the total amount Flowserve agrees to pay under the Settlement except as provided in Paragraph 3 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payments and the Administrator s Expenses.

1.20. Individual Class Payment means the Participating Settlement Class Member s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.21. Individual PAGA Payment means the Aggrieved Employee s pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.

1.22. Judgment means the judgment entered by the Court based upon the Final Approval.

1.23. LWDA means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.24. LWDA PAGA Payment means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.25. Net Settlement Amount means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Settlement Class Members as Individual Class Payments.

1.26. Non-Participating Settlement Class Member means any Settlement Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.27. PAGA Action means Plaintiff Esteban Romo s civil lawsuit against Flowserve captioned *Esteban Romo v. Flowserve US, Inc.*, Case No. 22STCV27551, initiated on August 24, 2022 and pending in Superior Court of the State of California, County of Los Angeles, alleging a single claim for civil penalties under PAGA.

1.28. PAGA Pay Period means any Pay Period during which an Aggrieved

Employee worked for Flowserve for at least one day during the PAGA Period.

1.29. PAGA Period means the period from August 25, 2021 through the date of preliminary approval.

1.30. PAGA means the Private Attorneys General Action (Labor Code 2698 *et seq*.).

1.31. PAGA Notice means Plaintiffs Hensley and Arias letter to Flowserve and the LWDA dated April 8, 2022, and Plaintiff Romo s letter to Flowserve and the LWDA dated June 16, 2022, providing notice pursuant to Labor Code section 2699.3, subd. (a).

1.32. PAGA Penalties means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees ($12,500.00) and the 75% to LWDA ($37,500.00) in settlement of PAGA claims.

1.33. Participating Settlement Class Member means a Settlement Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.34. Plaintiffs means John Arias, Jeffrey Hensley, and Esteban Romo, who are the named Plaintiffs in the Class Action and PAGA Action.

1.35. Preliminary Approval means the Court s Order Granting Preliminary Approval of the Settlement.

1.36. Preliminary Approval Order means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.37. Released Class Claims means the claims being released as described in Paragraph 5.2 below.

1.38. Released PAGA Claims means the claims being released as described in Paragraph 5.3 below.

1.39. Released Parties means: Flowserve and each of its former and present parents, subsidiaries and affiliates, and their respective past and present predecessors, successors, assigns, representatives, officers, directors, attorneys, agents and employees.

1.40. Request for Exclusion means a Settlement Class Member s submission of a written request to be excluded from the Class Settlement signed by the Settlement Class Member.

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

1.42. Settlement means the disposition of the Class Action and PAGA Action effected by this Agreement and the Judgment.

1.43. Settlement Class means all persons employed by Flowserve in California as an hourly paid or non-exempt employee during the Settlement Class Period.

1.44. Settlement Class Member means a member of the Settlement Class, as either a Participating Settlement Class Member or Non-Participating Settlement Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.45. Settlement Class Period means the period from August 25, 2018 through the date of preliminary approval.

1.46. Workweek means any week during which a Settlement Class Member worked for Flowserve US Inc. for at least one day, during the Class Period.

2. RECITALS.

2.1. On August 25, 2022, Plaintiffs Hensley and Arias commenced the Class Action by filing a Complaint alleging causes of action against Flowserve for: (1) Failure to Pay Minimum and Straight Time Wages pursuant to Cal., Labor Code 204, 1194, 1194.2, and 1197 (2) Failure to Pay Overtime Wages pursuant to Labor Code 1194 and 1198 (3) Failure to Provide Meal Periods pursuant to Labor Code 226.7 and 512 (4) Failure to Authorize and Permit Rest Periods pursuant to Labor Code 226.7 (5) Failure to Timely Pay Final Wages at Termination pursuant to Labor Code 201-203 (6) Failure to Provide Accurate Itemized Wage Statements pursuant to Labor Code 226 (7) Unfair Business Practices pursuant to Business & Professions Code 1700, et seq. and (8) Civil Penalties under the PAGA. On August 24, 2022, Plaintiff Esteban Romo commenced the PAGA Action, alleging a single claim for civil penalties under PAGA. Plaintiffs counsel shall be responsible for moving to consolidate and/or relate the Class Action and PAGA Action for purposes of this settlement. Based on Plaintiffs consolidation and/or relation of both the Class Action and PAGA Action, either the Class Action or PAGA Action or combination of both shall serve as the Operative Complaint. Flowserve denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2. On May 26, 2023, the Parties participated in an all-day mediation presided over by Kelly A. Knight, which led to this Agreement to settle the Class Action and PAGA

Action.

2.3. Prior to mediation, Plaintiffs obtained, through informal discovery, electronic timekeeping and payroll data stored via excel spreadsheet, and documents reflecting Flowserve s timekeeping policies and practices. Plaintiffs investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (*Dunk/Kullar*).

2.4. The Court has not granted class certification.

2.5. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Flowserve promises to pay One Million Dollars and Zero Cents ($1,000,000.00) and no more as the Gross Settlement Amount, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Flowserve has no obligation to pay the Gross Settlement Amount, or any payroll taxes, prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Settlement Class Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Flowserve.

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

3.2.1. To Plaintiffs: Class Representative Service Payments to each Class Representative of not more than Five Thousand Dollars and Zero Cents ($5,000.00) (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as Participating Settlement Class Members). Flowserve will not oppose Plaintiffs request for Class Representative Service Payments that do not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves Class Representative Service Payments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than

Thirty-Three and One Third Percent (33 and 1/3%) of the Gross Settlement Amount, which is currently estimated to be Three Hundred and Thirty-Three Thousand Dollars and Zero Cents ($333,000.00) and a Class Counsel Litigation Expenses Payment of not more than Twenty Thousand Dollars and Zero Cents ($20,000.00). Flowserve will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment for less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Flowserve harmless, and indemnifies Flowserve, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed Thirty Thousand Dollars and Zero Cents ($30,000.00) except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $30,000.00 the Administrator will retain the remainder in the Net Settlement Amount. The Parties, through their respective counsel, have selected CPT Group as the Settlement Administrator to administer the Settlement, which includes but is not limited to distributing and responding to inquiries about the Notice of Proposed Class Action Settlement and Workweek Dispute Form, determining the validity of any disputes and opt-outs, and calculating all amounts to be paid from the Net Settlement Amount. Charges and expenses of the Settlement Administrator, estimated to be no more $8,500.00, will be paid from the Settlement Amount. However, in the event the escalator clause is triggered or additional and unexpected work must be done by the Administrator, the administration costs may exceed $8,500.00. Any charges and expenses of the Settlement Administrator greater than the allocated $30,000.00 will come from the Settlement Amount. If the actual Settlement Administrator fees are less than the Parties estimation, the difference between the actual and estimated Settlement Administrator fees will revert to the participating Settlement Class members. The Parties agree that this Agreement may be provided to the Settlement Administrator to effectuate its implementation of the settlement procedures herein.

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

3.2.4.1. Tax Allocation of Individual Class Payments. One Third (1/3) of each Participating Settlement Class Member s Individual Class Payment will be allocated to settlement of wage claims (the Wage Portion). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. One Third (1/3) of each Participating Settlement Class Member s Individual Class Payment will be allocated to settlement of claims for interest, and One Third (1/3) as penalties (the Non- Wage Portions). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Settlement Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Settlement Class Members on Calculation of Individual Class Payments. Non-Participating Settlement Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Settlement Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of Fifty Thousand Dollars and Zero Cents ($50,000.00) to be paid from the Gross Settlement Amount, with 75% ($37,500.00) allocated to the LWDA PAGA Payment and 25% ($12,500.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees 25% share of the PAGA Penalties ($12,500.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee s PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Flowserve estimates there are approximately 317 Settlement Class Members, and approximately 240 Aggrieved Employees. There are a total of approximately 42,034 Class Workweeks.

4.2. Class Data. Not later than thirty (30) days after the Court grants Preliminary Approval of the Settlement, Flowserve will simultaneously deliver the Class Data to the

Administrator, in the form of a Microsoft Excel spreadsheet. To protect Settlement Class Members privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Flowserve has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Flowserve must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Flowserve shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Flowserve s share of payroll taxes by transmitting the funds to the Administrator no later than twenty-eight (28) days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within fifteen (15) days after Flowserve funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and Individual PAGA Payments and send them to the Participating Settlement Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Settlement Class Members (including those for whom Class Notice was returned undelivered). The Administrator will issue checks for Individual PAGA Payments and send them to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Settlement Class Member Address Search for all other Participating Settlement Class Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Participating

Settlement Class Member Address Search. The Administrator need not take further steps to deliver checks to Participating Settlement Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Participating Settlement Class Member whose original check was lost or misplaced, requested by the Settlement Class Member prior to the void date.

4.4.3. For any Settlement Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384, subd. (b) (Cy Pres Recipient), Legal Aid Foundation of Los Angeles (LAFLA). The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

4.4.4. The payment of Individual Class Payments shall not obligate Flowserve to confer any additional benefits or make any additional payments to Settlement Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Flowserve fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Settlement Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiffs Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to: (a) all claims that were, or reasonably could have been alleged, based on the facts contained in the Operative Complaint or ascertained during the Class Action, PAGA Action, Plaintiffs respective PAGA Notices, or ascertained during the Class Action and PAGA Action and released under 5.2, below. (Plaintiffs Release.) Plaintiffs Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agrees, nonetheless, that Plaintiffs Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs discovery of them.

5.1.1 Plaintiffs Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

5.2 Released Class Claims:: All Participating Settlement Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action including, any and all claims involving any alleged: (1) failure to pay minimum wage and straight time wages (2) failure to pay overtime wages (3) failure to provide meal periods (4) failure to authorize and permit rest periods (5) failure to timely pay final wages at termination (6) failure to provide accurate itemized wage statements and (7) unfair business practices. The Released Class Claims do not include any Released PAGA Claims, addressed in Paragraph 5.3 below. Except as set forth in Section 5.3 of this Agreement, Participating Settlement Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers compensation, or claims based on facts occurring outside the Class Period.

5.3 Released PAGA Claims: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice and ascertained in the course of the of the Class Action and PAGA Action, including, (1) failure to pay minimum wage and straight time wages (2) failure to pay overtime wages (3) failure to provide meal periods (4) failure to authorize and permit rest periods (5) failure to timely pay final wages at termination (6) failure to provide accurate itemized wage statements (7) unfair business practices and (8) failure to reimburse necessary business expenses.

6. MOTION FOR PRELIMINARY APPROVAL.

The Parties agree to jointly prepare and file a motion for preliminary approval (Motion for Preliminary Approval) that complies with the Court s current checklist for Preliminary Approvals.

6.1 Flowserve s Declaration in Support of Preliminary Approval. Within fifteen (15) days of the full execution of this Agreement, Flowserve will prepare and deliver to Class Counsel a signed Declaration from Flowserve and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and Cy Pres Recipient. In their Declarations, Defense Counsel and Flowserve shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Plaintiffs Responsibilities. Plaintiffs will take responsibility for consolidating or relating the Class Action and PAGA Action. Additionally, Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)) (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement (iii) a draft proposed Class Notice (iv) a signed declaration from the Administrator attaching its not to exceed bid for administering the Settlement and attesting to its willingness to serve competency operative procedures for protecting the security of Class Data amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance all facts relevant to any actual or potential conflicts of interest with Settlement Class Members and the proposed Cy Pres and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Settlement Class Members, the Administrator, and the proposed Cy Pres (vi) a signed declaration from each Settlement Class Counsel firm attesting to its competency to represent the Settlement Class Members its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd.(a)), Operative Complaint (Labor Code section 2699, subd.(1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)) all facts relevant to any actual or potential conflict of interest with Settlement Class Members, the Administrator, and the Cy Pres Recipient and (vii) a redlined version of the parties Agreement showing all modifications made to the Model Agreement ready for filing with the Court. In their Declarations, Plaintiffs and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than September 18, 2023 obtaining a prompt hearing date for the Motion for Preliminary Approval and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court s Preliminary Approval to the Administrator.

6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court s concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected CPT Group to serve as the Administrator and verified that, as a condition of appointment, CPT Group agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

7.3 ualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a ualified Settlement Fund (SF) under US Treasury Regulation section 468B-1.

7.4 Notice to Settlement Class Members.

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

7.4.2 Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Administrator will send to all Settlement Class Members identified in the Class Data, via first-class United States Postal Service (USPS) mail, the Class Notice, with Spanish translation, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and Individual PAGA Payment payable to the Settlement Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Settlement Class Member addresses using the National Change of Address database.

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

7.4.4 The deadlines for Settlement Class Members written objections, Challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the sixty (60) days otherwise provided in the Class Notice for all Settlement Class Members whose notice is re-mailed. The Administrator will inform the Settlement Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, Flowserve or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith. in an effort to agree on whether to include them as Settlement Class Members. If the Parties agree, such persons will be Settlement Class Members entitled to the same rights as other Settlement Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Settlement Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than sixty (60) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Settlement Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Settlement Class Member or his/her representative that reasonably communicates the Settlement Class Member s election to be excluded from the Settlement and includes the Settlement Class Member s name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Settlement Class Member and the Settlement Class Member s desire to be excluded. The Administrator s determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Settlement Class Member s identity. The Administrator s determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Settlement Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Settlement Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Settlement Class Members Releases under Paragraph 5.2 of this Agreement, regardless whether the Participating Settlement Class Member actually receives the Class Notice or objects to the Settlement.

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

7.6 Challenges to Calculation of Workweeks. Each Settlement Class Member shall have sixty (60) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Settlement Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods allocated to the Settlement Class Member in the Class Notice. The Settlement Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail substantially in the form attached to this Agreement as Exhibit B. The Administrator must encourage the challenging Settlement Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator s determination of each Settlement Class Member s allocation of Workweeks and PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks to Defense Counsel and Class Counsel and the Administrator s determination the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Settlement Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payments.

7.7.2 Participating Settlement Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Settlement Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Settlement Class Member who elects to send a written objection to the Administrator must do so not later than sixty (60) days after the Administrator s mailing of the Class Notice (plus an additional fourteen (14) days for Settlement Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Settlement Class Members have no right to object to any of the class action components of the Settlement.

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

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Settlement Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Settlement Class Member calls, faxes and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Settlement Class Members who have timely submitted valid Requests for Exclusion (Exclusion List) (b) the names and other identifying information of Settlement Class Members who have submitted invalid Requests for Exclusion (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

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

7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Settlement Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator s decision shall be final and not appealable or otherwise susceptible to challenge.

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

7.8.6 Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator s declaration in Court.

8. **CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.** Based on its records, Flowserve estimates that, as of the date of this Settlement Agreement, (1) there are approximately 317 Settlement Class Members and (2) there are approximately 240 Aggrieved Employees. If, as of the end of the Class Period, the actual Class size is more than 10% of this estimate (i.e., 347 or more Settlement Class Members), the Gross Settlement Amount shall increase based on the average gross payout paid to individual Settlement Class Members. For example, if the average payout based on 317 Settlement Class Members is $1,000 per Settlement Class Member and there are 30 additional Settlement Class Members (347 total Settlement Class Members), Flowserve will increase the Gross Settlement Amount by $30,000.00.

9. **FLOWSERVE'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Settlement Class Members, Flowserve may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Flowserve withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement provided, however, Flowserve will remain responsible for paying all Settlement Administration Expenses incurred to that point. Flowserve must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel late elections will have no effect.

10. **MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a Proposed Final Approval Order and a proposed Judgment (collectively Motion for Final Approval). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than ten (10) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Settlement Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

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

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

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

10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Settlement Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court s concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court s award of the Class Representative Service Payments or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. **ADDITIONAL PROVISIONS.**

12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Flowserve that any of the allegations in the Operative Complaint have merit or that Flowserve has any liability for any claims asserted nor should it be intended or construed as an admission by Plaintiffs that Flowserve s defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Flowserve reserves the right to contest certification of any class for any reasons, and Flowserve reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Flowserve s defenses. The Settlement, this Agreement and Parties willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Flowserve and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential (2) counsel in a related matter (3) to the extent necessary to report income to appropriate taxing authorities (4) in response to a court order or subpoena or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Flowserve and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that the matter was resolved, or words to that effect. This paragraph does not restrict Class Counsel s communications with Settlement Class Members in accordance with Class Counsel s ethical obligations owed to Settlement Class Members.

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

Class Members.

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

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

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

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

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

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

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

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

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

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

12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code 1152, and all copies and summaries of the Class Data provided to Class Counsel by Flowserve in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90) days after the date when the Court discharges the Administrator s obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Flowserve unless, prior to the Court s discharge of the Administrator s obligation, Flowserve makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

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

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

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

To Plaintiffs: Nicol Hajjar or Elizabeth Votra of Wilshire Law Firm, P.C. 3055 Wilshire Blvd., 12th Fl. Los Angeles, CA 90010 nicol wilshirelawfirm.com tpetrosian wilshirelawfirm.com (213) 381-9988.

To Flowserve: Marytza J. Reyes of Sanchez & Amador, LLP, 800 S. Figueroa St., Suite 1120, Los Angeles, CA 90017 reyes sanchez-amador.com.

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

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

On Behalf of Plaintiff John Arias and Jeffrey Hensley, et al:

Dated: 4/26/2024, 2023

DocuSigned by:
F4E78BA4F67F4F5...
John Arias, Plaintiff

On Behalf of Plaintiff John Arias and Jeffrey Hensley, et al:

Dated: ____________________, 2023

Jeffrey Hensley, Plaintiff

On Behalf of Plaintiff Esteban Romo, et al:

Dated: ____________________, 2023

Esteban Romo, Plaintiff

On Behalf of Defendant Flowserve US, Inc.:

Dated: ____________________, 2023

Name:
Title:

Approved as to form:

WILSHIRE LAW FIRM, PLC

Dated: 4/26/2024, 2023

Nicol E. Hajjar, Esq.
Tina Petrosian, Esq.
Attorneys for Plaintiffs and the Class

WORK LAWYERS, PC

Dated: ____________________, 2023

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

On Behalf of Plaintiff John Arias and Jeffrey Hensley, et al:

Dated: ____________________, 2023

____
John Arias, Plaintiff

On Behalf of Plaintiff John Arias and Jeffrey Hensley, et al:

Dated: 4/26/2024, 2023

DocuSigned by:
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____
Jeffrey Hensley, Plaintiff

On Behalf of Plaintiff Esteban Romo, et al:

Dated: ____________________, 2023

____
Esteban Romo, Plaintiff

On Behalf of Defendant Flowserve US, Inc.:

Dated: ____________________, 2023

____
Name:
Title:

Approved as to form:

WILSHIRE LAW FIRM, PLC

Dated: 4/26/2024, 2023

____
Nicol E. Hajjar, Esq.
Tina Petrosian, Esq.
Attorneys for Plaintiffs and the Class

WORK LAWYERS, PC

Dated: ____________________, 2023

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

On Behalf of Plaintiff John Arias and Jeffrey Hensley, et al:

Dated: ____________________, 2023 ____________________________________
John Arias, Plaintiff

On Behalf of Plaintiff John Arias and Jeffrey Hensley, et al:

Dated: ____________________, 2023 ____________________________________
Jeffrey Hensley, Plaintiff

On Behalf of Plaintiff Esteban Romo, et al:

DocuSigned by:
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Dated: 4/26/2024, 2023 ____________________________________
Esteban Romo, Plaintiff

On Behalf of Defendant Flowserve US, Inc.:

Dated: ____________________, 2023 ____________________________________
Name:
Title:

Approved as to form:

WILSHIRE LAW FIRM, PLC

Dated: ____________________, 2023 ____________________________________
Nicol E. Hajjar, Esq.
Tina Petrosian, Esq.
Attorneys for Plaintiffs and the Class

WORK LAWYERS, PC

Dated: 4/26/2024, 2023

DocuSigned by:
Justin Lo
06741113683F460...

Justin Lo, Esq.
Attorneys for Plaintiff Esteban Romo

SANCHEZ & AMADOR LLP

Dated: ____________________, 2023

____

Marytza Reyes, Esq.
Brittaney D. de la Torre, Esq.
Jamie Rudman, Esq.
Attorneys for Defendant, Flowserve US Inc.

On Behalf of Plaintiff John Arias and Jeffrey Hensley, et al:

Dated: ____________________, 2024 ____________________
John Arias, Plaintiff

On Behalf of Plaintiff John Arias and Jeffrey Hensley, et al:

Dated: ____________________, 2024 ____________________
Jeffrey Hensley, Plaintiff

On Behalf of Plaintiff Esteban Romo, et al:

Dated: ____________________, 2024 ____________________
Esteban Romo, Plaintiff

On Behalf of Defendant Flowserve US, Inc.:

DocuSigned by:
Hisham Masri
C7D62B2EE10343F...

Dated: 4/26/2024, 2024 ____________________
Name: Hisham Masri
Title: Employment Cousnel

Approved as to form:

WILSHIRE LAW FIRM, PLC

Dated: ____________________, 2024 ____________________
Nicol E. Hajjar, Esq.
Tina Petrosian, Esq.
Attorneys for Plaintiffs and the Class

WORK LAWYERS, PC

Dated: ____________________, 2024 ____________________
Justin Lo, Esq.
Attorneys for Plaintiff Esteban Romo

SANCHEZ & AMADOR LLP

Dated: April 26, 2024 ____________________
Marytza Reyes, Esq.
Brittaney D. de la Torre, Esq.
Jamie Rudman, Esq.
Attorneys for Defendant, Flowserve US Inc.

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND PAGA CLAIMS

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
John Arias; Jeffrey Hensley v. Flowserve US, Inc., et al.
Case No. 22STCV27829

Indicate Name/Address Changes, if any:

<<Name>>
<<Address>>
<<City>>, <<State>> <<Zip Code>>
XX - XX - __ __ __ __

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YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A SETTLEMENT.

DEFENDANT WILL NOT RETALIATE AGAINST YOU FOR PARTICIPATING IN THIS SETTLEMENT.

THIS NOTICE AFFECTS YOUR RIGHTS. PLEASE READ IT CAREFULLY.

A California court authorized this notice. This is not a solicitation from a lawyer.

YOU ARE HEREBY NOTIFIED that a proposed settlement ("the Settlement") of the above-captioned class action ("the Action") filed in the Los Angeles County Superior Court has been reached by FLOWSERVE US, INC., ("Flowserve") and JOHN ARIAS; JEFFREY HENSLEY ("Plaintiffs"), who are individuals, on behalf of themselves and all others similarly situated, and has been granted Preliminary Approval by the Court supervising the Action. The Los Angeles County Superior Court has ordered that this Class Notice be sent to you because you may be a Settlement Class member and/or an Aggrieved Employee under California's Private Attorney General Act ("PAGA") arising out of the alleged wage and hour policies and practices of Flowserve. The purpose of this Class Notice is to inform you of the Settlement of this class action and PAGA claims, and your legal rights under the Settlement as follows:

- Flowserve has agreed to settle a lawsuit brought on behalf of all persons who worked one or more Workweeks for Flowserve in California as an hourly-paid or non-exempt employee during the period from August 25, 2018 through the date of preliminary approval (the "Settlement Class Period") (hereafter, "Settlement Class"). From the proposed settlement, Flowserve has agreed to pay a PAGA Payment of $12,500.00, to be distributed *pro rata* among the employees who worked one or more Workweeks during the period from August 25, 2021 through the date of preliminary approval.

- The proposed Settlement resolves all alleged claims regarding the following wage and hour policies and/or practices of Flowserve: overtime and/or double time wage, minimum wage, straight time wage, failure to pay for all hours worked, meal and rest breaks and any premiums thereon, wage statement violations, waiting time penalties, or other penalties of any kind arising from an alleged failure to pay wages. Finally, the settlement resolves claims for unfair competition and penalties under California's Private Attorney General Act ("PAGA") arising out of the alleged wage and hour policies and practices of Flowserve. The settlement avoids costs and risks to you from continuing the lawsuit, pays money to employees, and releases Flowserve from liability for these claims.

- The parties in the lawsuit disagree on whether Flowserve is liable for the allegations raised in this case and how much money could have been won if the employees won at trial.

- **Your legal rights may be affected. Read this notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Get a Payment	If you are a member of the Settlement Class, you will automatically receive a payment if you do not exclude yourself. If you accept a payment and do not exclude yourself you will give up certain rights as set forth on page 4 below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below.
Exclude Yourself	Get no payment. Send a letter to the Settlement Administrator as provided below. This is the only option that allows you to bring your own claim against Flowserve about the legal claims in this case. The Settlement will bind all Settlement Class Members who do not request exclusion.
Object	Write to the Court about why you do not like the settlement. Directions are provided below.

WHY DID YOU RECEIVE THIS NOTICE?

This notice explains a proposed settlement of a lawsuit and informs you of your legal rights under that proposed settlement. You are receiving this notice because you may be a member of a class on whose behalf this lawsuit has been brought.

WHAT IS THIS LAWSUIT ABOUT?

Plaintiff filed this lawsuit in Los Angeles County Superior Court on behalf of the Settlement Class and the Aggrieved Employees. The lawsuit alleges that members of the Settlement Class and Aggrieved Employees were not paid for or properly provided meal and rest breaks, were not issued accurate wage statements, were not paid all minimum, straight time, and overtime wages, were not paid all wages due at termination and/or resignation and were subjected to unfair competition. The lawsuit seeks recovery of wages, restitution, statutory and civil penalties, interest, and attorneys' fees and costs.

Flowserve denies any liability or wrongdoing of any kind associated with the claims alleged in the lawsuit. Flowserve contends, among other things, that they complied at all times with the California Labor Code, the California Business and Professions Code, and all other applicable law. Flowserve further denies that the lawsuit is appropriate for class treatment for any purpose other than settling this lawsuit.

The Court has made no ruling and will make no ruling on the merits of the Litigation and its allegations and claims.

SUMMARY OF THE SETTLEMENT

A. Why is there a Settlement?

The Court did **not** decide in favor of the Plaintiff or Flowserve. Plaintiff thinks he would have prevailed on his claims at a trial. Flowserve does not think that Plaintiff would have won anything from a trial. But there was no trial. Instead, both sides agreed to a settlement. That way, they avoid the costs, risks, and uncertainty of a trial, and the class members will get compensation. Plaintiff and Plaintiff's attorneys believe the settlement is fair, reasonable, adequate, and in the best interests of all class members.

B. Who is in the Class?

The Settlement Class consists of all persons who worked one or more Workweeks for Flowserve in California as an hourly-paid or non-exempt employee during the Settlement Period from August 25, 2018 through the date of preliminary approval and all persons who worked one or more Workweeks for Flowserve in California as an hourly-paid or non-exempt employee from August 25, 2021 through the date of preliminary approval (the "PAGA Period").

C. What does the Settlement provide?

1. Settlement Amount

Flowserve will pay a total of One Million Dollars and Zero Cents ($1,000,000.00) (the "Settlement Amount") to settle the lawsuit.

The following sums will be paid from the Settlement Amount: all Net Settlement Payments (inclusive of all employment taxes and all other legally required withholdings that would otherwise be due from the individual Class Members) to the Settlement Class, Attorneys' Fees (not to exceed 33 ⅓ % of the Settlement Amount, or $330,000.00), Litigation Expenses not to exceed $20,000.00, Settlement Administrative Costs estimated in an amount not to exceed $8,500.00, the PAGA Settlement Payment in the amount of $37,500.00, and an enhancement payment to the Named Plaintiffs not to exceed $15,000.00 (therefore, $5,000.00 each). Any and all Employer Taxes which Flowserve normally would be responsible for paying on the Net Settlement Payments made to individual Class Members will be paid by Flowserve independent of the Settlement Amount.

The funds used for the Settlement Amount shall be paid to the Settlement Administrator. The Settlement Administrator shall disburse the Court-approved enhancement to the Named Plaintiff, Court-approved Attorneys' Fees and Litigation Expenses, Settlement Administration Costs, and the PAGA Settlement Payment at the same time and manner as the Net Settlement Payments to the Settlement Class members.

2. Net Settlement Amount

"Net Settlement Amount" means the Settlement Amount minus the Attorneys' Fees, Litigation Expenses, Settlement Administrative Costs, the portion of the PAGA Settlement payment payable to the Labor and Workforce Development Agency, and the enhancement payment to the Named Plaintiff.

3. Your Individual Class Payment Amount.

The Settlement Administrator will calculate the total number of workweeks for all Class Members who were employed by Flowserve during the Settlement Class Period ("Total Workweeks"). A Workweek is defined as any week during which a Settlement Class Member worked for Flowserve US Inc. for at least one day, during the Class Period. Participating Settlement Class Members are Settlement Class Members who do not "opt out" (as defined on page 5 below) during the Settlement Class Period. The value of each Workweek shall be determined by the Administrator by dividing the Net Settlement Amount by the total number of Workweeks available to the Class Members who do not "opt out" (as defined on page 5 below) during the Settlement Class Period ("Workweek Point Value"). Non-Participating Settlement Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Settlement

Class Members on a pro rata basis.

An "Individual Class Payment" for each Participating Settlement Class Member will then be determined by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Settlement Class Members during the Class Period and (b) multiplying the result by each Participating Settlement Class Member's Workweeks.

The Net Settlement Amount available for Class Member settlement payments is estimated to be $589,000.00, for a class of 317 persons.[1] As a result, each Settlement Class Member is eligible to receive an average net benefit of approximately $1,858.04.

4. <u>Your Individual PAGA Payment Amount</u>

Individual PAGA Payments will be calculated and apportioned from the 25% share of the PAGA Penalties based on the Aggrieved Employees' PAGA Pay Periods, as follows: The Settlement Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of the PAGA Penalties ($12,500.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods.

5. Estimated Payments May Be Subject to Change; <u>Escalator Clause</u>

Estimated payments may be subject to change if the escalator clause is triggered.

Based on its records, Flowserve estimates that, as of the date of this Settlement Agreement, (1) there are approximately 317 Settlement Class Members and (2) there are approximately 240 Aggrieved Employees. If, as of the end of the Class Period, the actual Class size is more than 10% of this estimate (i.e., 347 or more Settlement Class Members), the Gross Settlement Amount shall increase based on the average gross payout paid to individual Settlement Class Members.

6. <u>Tax Matters</u>

The Settlement Administrator will distribute IRS Forms W-2 and 1099 (and the equivalent California forms) to Settlement Class Members reflecting the payments each Settlement Class Member receives under the Settlement. For tax purposes, Net Settlement Payments will be allocated as follows: One Third (1/3) of each Participating Settlement Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). One Third (1/3) of each Participating Settlement Class Member's Individual Class Payment will be allocated to settlement of claims for interest, and One Third (1/3) as penalties (the "Non- Wage Portions"). Forms W-2 and/or Forms 1099 will be distributed at times and in the manner required by the Internal Revenue Code and the California Franchise Tax Board.

The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Flowserve will separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Settlement Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment. Any payment for an Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will

[1] The Net Settlement Amount is: $1,000,000.00 minus $333,000.00 for Class Counsel's attorneys' fees, minus approximately $20,000.00 for Class Counsel's litigation expenses, minus approximately $8,500.00 in administration costs, minus $37,500.00 for the PAGA portion sent to the LWDA, and minus $15,000.00 for the class representative service awards.

be reported on an IRS Form-1099, if necessary. The Administrator will have the option to pay the Individual Settlement Payment and Individual PAGA Payment by way of a single check. . Settlement Class Members should consult with their tax advisors concerning the tax consequences of the payment they receive under the Settlement.

D. What are you giving up to get a payment and stay in the Class?

Effective on the date when Flowserve fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Settlement Class Members, and Class Counsel will release claims against all Released Parties as follows:

Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to: (a) all claims that were, or reasonably could have been alleged, based on the facts contained in the Operative Complaint or ascertained during the Class Action, PAGA Action, Plaintiffs' respective PAGA Notices, or ascertained during the Class Action and PAGA Action and released under 5.2, below. ("Plaintiffs' Release.") Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

Released Class Claims:: All Participating Settlement Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action including, any and all claims involving any alleged: (1) failure to pay minimum wage and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; and (7) unfair business practices. The Released Class Claims do not include any Released PAGA Claims. Except as set forth in Section 5.3 of this Agreement, Participating Settlement Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

Released PAGA Claims: : All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice and ascertained in the course of the of the Class Action and PAGA

Action, including, (1) failure to pay minimum wage and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; (7) unfair business practices; and (8) failure to reimburse necessary business expenses.

THE FINAL APPROVAL HEARING

The Court will conduct a Final Approval Hearing regarding the proposed settlement (the "Final Approval Hearing") on XXXXXX, at Spring Street Courthouse, 312 N. Spring Street, Los Angeles, California 90012, in Department 17 of the Los Angeles County Superior Court. The Court will determine: (i) whether the settlement should be given the Court's final approval as fair, reasonable, adequate and in the best interests of the Settlement Class members; (ii) whether the Settlement Class members should be bound by the terms of the settlement; (iii) the amount of the attorneys' fees and costs to Plaintiff's counsel; (iv) the amount that should be provided to the Settlement Administrator for the costs of administering the Settlement; and (v) the amount that should be awarded to the Plaintiff as an enhancement payment. At the Final Approval Hearing, the Court will hear all objections, as well as arguments for and against the proposed Settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, or to enter an appearance and represent yourself.

The Final Approval Hearing may be continued without further notice to the Class. You may contact Plaintiff's counsel, listed in this Notice, to inquire into the date and time of the Final Approval Hearing.

Condition of Settlement. This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class.

WHAT ARE YOUR OPTIONS?

- **OPTION 1 – *GET A PAYMENT***

IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS AND WISH TO RECEIVE YOUR SHARE OF THE SETTLEMENT, THEN YOU DO NOT HAVE TO DO ANYTHING AND YOU WILL AUTOMATICALLY RECEIVE A SETTLEMENT PAYMENT. YOU ARE NOT REQUIRED TO GO TO COURT OR PAY ANYTHING TO THE LAWYERS IN THIS CASE.

The estimated amount of your Settlement Payment is set forth on the Workweek Dispute Form which accompanies this Notice.

The amount of the Settlement Payment paid to each Settlement Class member is based upon the number of workweeks you worked between August 25, 2018 through the date of preliminary approval. The number of workweeks applicable to your claim is also set forth on the accompanying Workweek Dispute Form. If you believe that the number of workweeks stated is incorrect, you may dispute the number of workweeks by following the instructions on the Workweek Dispute Form. If you believe that the number of workweeks stated is correct, you do not have to do anything.

The Settlement Payment you will receive will be a full and final settlement of your released claims described in Section D above.

- **OPTION 2 – *EXCLUDE YOURSELF FROM THE SETTLEMENT***

You have a right to exclude yourself ("opt out") from the Settlement Class, but if you choose to do so, you will not receive any benefits from the proposed settlement. You will **not** be bound by a judgment in this case and you will have the right to file your own lawsuit against Flowserve, subject to time limits called statute of limitations and other potential defenses that Flowserve may assert, and to pursue your own claims in a separate suit.

You can opt out of the Settlement Class by completing the form on ***Page 8*** of this Notice and mailing it by First Class U.S. Mail or equivalent to the Settlement Administrator at the following address: CPT Group Class Action Administration Solutions, 50 Corporate Park, Irvine, CA, 92606. To be valid, your request for exclusion must be postmarked no later than ____________ [60 days after mailing].

- **OPTION 3 – *OBJECT TO THE SETTLEMENT***

If you wish to remain a Settlement Class member, but you object to the proposed settlement (or any of its terms) and wish the Court to consider your objection at the Final Approval Hearing, you may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense.

Any written objection may be mailed to the Settlement Administrator at P.O. Box 7208, Orange, CA, 92863 by ____________ [60 days after mailing].

PLAINTIFFS'/CLASS COUNSEL	FLOWSERVE'S COUNSEL
Nicol E. Hajjar, Esq. nicol@wilshirelawfirm.com Tina Petrosian, Esq. tpetrosian@wilshirelawfirm.com **WILSHIRE LAW FIRM, PLC** 3055 Wilshire Blvd., 12th Floor Los Angeles, California 90010 Telephone: (213) 381-9988 Facsimile: (213) 381-9989	Marytza J. Reyes, Esq. reyes@sanchez-amador.com Brittaney D. de la Torre, Esq. delatorre@ sanchez-amador.com **SANCHEZ & AMADOR, LLP** 800 S. Figueroa Street, 11th Floor Los Angeles, California 90017 Tel.: (213) 955-7200 Fax: (213) 955-7201

CHANGE OF ADDRESS

If you move after receiving this Notice, if it was misaddressed, or if for any reason you want your Settlement Award or future correspondence concerning this Action to be sent to a different address, you must supply your preferred address to the Settlement Administrator at:

CPT Group Action Administration Solutions
50 Corporate Park
Irvine, CA, 92606

ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you may review the detailed "Stipulation of Settlement" which is available for viewing online on the following website:

URL: [Insert website provided by Settlement Administrator]

The pleadings and other records in the lawsuit are also available on the website.

ANY INQUIRIES REGARDING THIS LITIGATION SHOULD BE MADE TO PLAINTIFF'S COUNSEL LISTED ABOVE OR TO THE SETTLEMENT ADMINISTRATOR, CPT Group Class Action Administrators, 50 Corporate Park, Irvine, CA, 92606, (800) 542-0900. Please refer to the *John Arias; Jeffrey Hensley v. Flowserve* Class Action Settlement.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT OR THE SETTLEMENT PROCESS

[COMPLETE THIS FORM *ONLY IF* YOU CHOOSE TO *NOT* PARTICIPATE IN THIS SETTLEMENT AND CHOOSE *NOT* TO RECEIVE A SETTLEMENT SHARE]

OPT-OUT FORM

John Arias; Jeffrey Hensley v. Flowserve
LOS ANGELES COUNTY SUPERIOR COURT CASE NUMBER 22STCV27829

INSTRUCTIONS: TO OPT-OUT OF THE SETTLEMENT, YOU MUST COMPLETE, SIGN AND MAIL THIS FORM BY FIRST CLASS U.S. MAIL OR EQUIVALENT, POSTAGE PAID, POSTMARKED ON OR BEFORE [+60 DAYS FROM MAILING], ADDRESSED TO:

INSERT ADMINISTRATOR INFO

Please fill in all of the following information (type or print):

NAME (First, Middle, Last): ____
STREET ADDRESS: ____
CITY, STATE, ZIP CODE: ____
TELEPHONE NUMBERS: Home: ______________________ Work: __________________________

IT IS STRONGLY RECOMMENDED THAT YOU RETAIN PROOF OF MAILING THIS FORM POSTMARKED ON OR BEFORE [DATE].

I [insert your name] wish to be excluded from the Settlement Class in the case of *John Arias; Jeffrey Hensley v. Flowserve,* Los Angeles County Superior Court Case Number 22STCV27829. I understand I will not receive money from the proposed class action settlement.

I further verify that the following is true: My name, address and other contact information are accurately set forth above. I received and had the opportunity to read the Notice of Proposed Class Action Settlement that were sent to me along with this Opt-Out Form. I understand that by signing this side of the form, I voluntarily choose to exclude myself from the proposed settlement of this class action. **I understand that by excluding myself, I may not accept any money allocated for me in the proposed settlement and may not object to the settlement**. On the other hand, I also understand that if I wish to assert any claims related to those set forth in this lawsuit in my individual capacity, I shall have to do so separately. I understand that any such claims are subject to strict time limits, known as statutes of limitations, which restrict the time within which I may file any such action. I understand that I should consult with an attorney at my own expense if I wish to obtain advice regarding my rights with respect to this settlement or my choice to opt out of the settlement. Flowserve has not encouraged me to opt out, and I choose to opt out of my own free will.

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

Signed: ____________________________ Date: __________________________

Print Name: _________________________ Last four digits of Social Security Number ______

EXHIBIT 3

Wilshire Law Firm, PLC

08/29/24

Transaction Detail By Account

Accrual Basis

All Transactions

Type	Date	Num	Class	Source Name	Memo	Split	Amount	Balance
COS								
Court Filing Fees-533804								
Credit C...	08/26/2022		Flowserve(Arias).W&H	One Legal LLC	18808819-SUM & COM-Atty Svc for Court Filing-221104 Arias.W&H	American Express - 21027	1,494.53	1,494.53
Credit C...	08/26/2022		Flowserve(Arias).W&H	One Legal LLC	18813341-Sum-Atty Svc for Court Filing-221104 Arias.W&H	American Express - 21027	17.19	1,511.72
Credit C...	09/26/2022		Flowserve(Arias).W&H	One Legal LLC	18978065-Notice-Atty Svc for Court Filing-221104 Arias.W&H	American Express - 21027	17.19	1,528.91
Credit C...	10/05/2022		Flowserve(Arias).W&H	One Legal LLC	19043025-Not & Ackn of Receipt-Atty Svc for Court Filing-221104 Arias.W...	American Express - 21027	17.19	1,546.10
Credit C...	10/24/2022		Flowserve(Arias).W&H	Los Angeles Superior Court	1221024J9324-221104 Arias.W&H	CitiAdvantage Card - 21030	11.40	1,557.50
Credit C...	11/29/2022		Flowserve(Arias).W&H	One Legal LLC	19368432-Status Conf Statement-Atty Svc for Court Filing-221104 Arias....	American Express - 21027	17.19	1,574.69
Credit C...	12/05/2022		Flowserve(Arias).W&H	One Legal LLC	19411928-Ntc of Ruling-Atty Svc for Court Filing-221104 Arias.W&H	American Express - 21027	17.19	1,591.88
Credit C...	05/17/2023		Flowserve(Arias).W&H	One Legal LLC	20428452-Stip&Order-Atty Svc for Court Filing-221104 Flowserve(Arias)....	American Express - 21027	38.25	1,630.13
Credit C...	06/13/2023		Flowserve(Arias).W&H	One Legal LLC	20598368-Notice-Atty Svc for Court Filing-221104 Flowserve(Arias).W&H	American Express - 21027	17.66	1,647.79
Credit C...	06/13/2023		Flowserve(Arias).W&H	One Legal LLC	20598453-Notice-Atty Svc for Court Filing-221104 Flowserve(Arias).W&H	American Express - 21027	17.66	1,665.45
Bill	04/30/2024	75264	Flowserve(Arias).W&H	Valpro Attorney Services, LLC	75264-Flowserve(Arias).W&H - Deliver CC to Dept 17	Accounts Payable-21021	225.00	1,890.45
Credit C...	06/23/2023	20618676	Flowserve(Arias).W&H	One Legal LLC	20618676-Status Report-Atty Svc for Court Filing-221104 Flowserve(Arias...	American Express - 21027	17.66	1,908.11
Credit C...	06/22/2023	20657553	Flowserve(Arias).W&H	One Legal LLC	20657553-Notice-Atty Svc for Court Filing-221104 Flowserve(Arias).W&H	American Express - 21027	17.66	1,925.77
Credit C...	10/13/2023	21414801	Flowserve(Arias).W&H	One Legal LLC	21414801-221104-JOHN ARIAS, , et al. vs FLOWSERVE US, INC.	American Express - 21027	79.43	2,005.20
Credit C...	10/16/2023	21424383	Flowserve(Arias).W&H	One Legal LLC	21424383-Declaration-221104 John Arias, et al.. vs Flowserve Us, Inc.	American Express - 21027	17.66	2,022.86
Credit C...	11/01/2023	21542674	Flowserve(Arias).W&H	One Legal LLC	21542674-Motion,Declaration,Order,POS-Atty Svc for Court Filing-221104...	American Express - 21027	17.66	2,040.52
Credit C...	04/29/2024	22778102	Flowserve(Arias).W&H	One Legal LLC	22778102-Mtn preliminary appr of settlmnt-Atty Svc for Court Filing-22110...	American Express - 21027	19.71	2,060.23
Credit C...	05/21/2024	22949238	Flowserve(Arias).W&H	One Legal LLC	22949238-Order-Atty Svc for Court Filing-221104 John Arias, Et Al. vs Flo...	American Express - 21027	19.71	2,079.94
Total Court Filing Fees-533804							2,079.94	2,079.94
Legal Expenses-533821								
Credit C...	04/12/2022		Flowserve(Arias).W&H	Department of Industrial Relations	Case No. LWDA-CM-877859-22-Initial PAGA Notice/221104-Arias.W&H	CitiAdvantage Card - 21030	75.00	75.00
Bill	04/17/2023	283156	Flowserve(Arias).W&H	Case Anywhere, LLC	283156 Flowserve(Arias).W&H System Access Fee 1/3/23 - 3/31/23	Accounts Payable-21021	132.30	207.30
Bill	07/05/2023	292207	Flowserve(Arias).W&H	Case Anywhere, LLC	292207-Flowserve(Arias).W&H-System Access Fee	Accounts Payable-21021	135.00	342.30
Bill	10/09/2023	301614	Flowserve(Arias).W&H	Case Anywhere, LLC	301614-Flowserve(Arias).W&H System Access Fee 7/1/23 - 9/30/23	Accounts Payable-21021	135.00	477.30
Bill	01/10/2024	311488	Flowserve(Arias).W&H	Case Anywhere, LLC	311488-Flowserve(Arias).W&H-System Access Fee-10/01/23-12/31/23	Accounts Payable-21021	135.00	612.30
Bill	04/03/2024	321351	Flowserve(Arias).W&H	Case Anywhere, LLC	321351-Flowserve(Arias).W&H-System Access Fee 01/01/24-03/31/24	Accounts Payable-21021	135.00	747.30
Bill	07/05/2024	332070	Flowserve(Arias).W&H	Case Anywhere, LLC	332070-Flowserve(Arias).W&H-System Access Fee-04/01/24-06/30/24	Accounts Payable-21021	135.00	882.30
Bill	02/06/2023	583042	Flowserve(Arias).W&H	Judicate West	583042-Flowserve(Arias).W&H-50% Mediation Fee sked 05/26/23	Accounts Payable-21021	8,375.00	9,257.30
Bill	07/06/2022	846630730	Flowserve(Arias).W&H	Thomson Reuters - West Publish...	Legal Research-Arias.W&H	Accounts Payable-21021	5.44	9,262.74
Total Legal Expenses-533821							9,262.74	9,262.74
Professional Fees-534500-1								
Bill	06/08/2023	8422	Flowserve(Arias).W&H	Berger Consulting Group, LLC	8422-Flowserve(Arias).W&H-11.2 hrs of Work	Accounts Payable-21021	2,800.00	2,800.00
Total Professional Fees-534500-1							2,800.00	2,800.00
Total COS							14,142.68	14,142.68
TOTAL							**14,142.68**	**14,142.68**

EXHIBIT 4

CONFIDENTIAL and WORK PRODUCT - TIMESHEET

Date:	Hours:	Task	Case	Atty	Case total:
01/19/22	3.0	reviewed case for potential W&H class	Flowserve	NH	3.0
01/20/22	0.1	email w/ defense re; potential class claims	Flowserve	NH	3.1
01/26/22	1	reviewed PAGA notice and emails with defense	Flowserve	NH	4.1
03/02/22	0.1	email w/ associate re; class claims	Flowserve	NH	4.2
03/11/22	0.5	meeting with associate re; next steps re; filing of class compliant	Flowserve	NH	4.7
03/17/22	1	reviewed and discussed client declaration with associate	Flowserve	NH	5.7
03/29/22	0.1	email w/ defense re; witness declaration	Flowserve	NH	5.8
05/05/22	1.0	reviewed summary from client and other witnesses re; claims	Flowserve	NH	6.8
08/25/22	4.0	finalizing complaint	Flowserve	NH	10.8
09/08/22	0.1	email w/ OC re; N&A	Flowserve	NH	10.9
09/13/22	0.1	email w/ OC re; f/u re; N&A	Flowserve	NH	11.0
09/14/22	0.1	email w/ OC accepting N&A	Flowserve	NH	11.1
10/24/22	0.1	emails re; call agreement to mediate	Flowserve	NH	11.2
10/25/22	1.0	emails and call with co-counsel	Flowserve	NH	12.2
10/28/22	0.1	emails w/ co-counsel	Flowserve	NH	12.3
10/31/22	0.1	email w/ OC re; co-counsel	Flowserve	NH	12.4
11/10/22	1.0	prep co-counsel agreement	Flowserve	NH	13.4
11/21/22	2.0	joint status conference statement	Flowserve	NH	15.4
11/30/22	0.2	emails scheduling mediation	Flowserve	NH	15.6
12/01/22	0.1	email with associate re; mediation document request	Flowserve	NH	15.7
12/01/22	0.1	emails w/ OC re; mediation document request	Flowserve	NH	15.8
12/05/22	0.1	review of hearing summary and emails	Flowserve	NH	15.9
12/08/22	0.2	review and emails w/ OC re; objection	Flowserve	NH	16.1
12/14/22	0.1	emails w/ mediator's office	Flowserve	NH	16.2
01/03/23	0.1	review of initiation memo	Flowserve	NH	16.3
01/23/23	0.1	email w/ co-counsel	Flowserve	NH	16.4
03/01/23	1.0	stip and protective order	Flowserve	NH	17.4
03/06/23	0.2	retained expert for damages analysis	Flowserve	NH	17.6
03/07/23	6.5	initial review of documents produced	Flowserve	NH	24.1
05/09/23	0.1	emails re; penalty damages	Flowserve	NH	24.2
05/16/23	0.3	stip to continue hearing	Flowserve	NH	24.5
05/22/23	3.0	review of expert analysis	Flowserve	NH	27.5
05/22/23	5.0	review and finalize of mediation brief	Flowserve	NH	32.5
05/22/23	0.1	emails re; conformed stip	Flowserve	NH	32.6
05/23/23	6.0	finalize expert analysis, mediation brief and emails w/ edits	Flowserve	NH	38.6
05/25/23	0.1	email with mediator	Flowserve	NH	38.7
05/25/24	4.0	prepare for mediation	Flowserve	NH	42.7
05/26/23	8.0	mediation	Flowserve	NH	50.7
05/26/23	2.0	MOU prep, finalizing and signatures	Flowserve	NH	52.7
05/31/23	0.2	quotes from administrator	Flowserve	NH	52.9
06/12/23	1.0	joint status conference statement	Flowserve	NH	53.9
07/27/23	0.1	minute order email	Flowserve	NH	54.0
07/31/32	0.1	minute order vacating hearing	Flowserve	NH	54.1
08/10/23	0.5	emails w/ co-counsel re; settlement agreement and review of SA	Flowserve	NH	54.6
09/20/23	0.1	minute order review	Flowserve	NH	54.7
09/20/23	1.0	finalize settlement agreement	Flowserve	NH	55.7
10/12/23	6.0	review of motion for preliminary approval	Flowserve	NH	61.7
10/31/23	3.0	finalizing motion for preliminary approval	Flowserve	NH	64.7
02/08/24	1.0	review of checklist for preliminary approval	Flowserve	NH	65.7
02/20/24	1.0	meeting with associate to go over preliminary approval checklist	Flowserve	NH	66.7
03/06/24	1.0	review and uploads to LWDA	Flowserve	NH	67.7
04/25/24	5.0	review and finalize updated preliminary approval motion	Flowserve	NH	72.7
04/26/24	1.0	updated settlement agreement	Flowserve	NH	73.7

04/26/24	0.1	emails re; filing of motion for preliminary approval	Flowserve	NH	73.8
05/08/24	0.1	updated LWDA submission	Flowserve	NH	73.9
05/13/24	0.2	review of minute order and email w/ OC	Flowserve	NH	74.1
05/20/24	0.5	revised proposed order	Flowserve	NH	74.6
05/23/24	3.0	prep for hearing and attend hearing	Flowserve	NH	77.6
05/23/24	0.1	review of minute order	Flowserve	NH	77.7
05/24/23	0.1	emails w/ OC re; MPA granted and notice	Flowserve	NH	77.8
07/03/24	0.1	email / dispute form to administrator	Flowserve	NH	77.9
07/18/24	0.1	email/ with administrator	Flowserve	NH	78.0
07/26/24	0.1	email/ with administrator	Flowserve	NH	78.1
08/09/24	0.1	email/ with administrator	Flowserve	NH	78.2
08/16/24	0.1	email/ with administrator	Flowserve	NH	78.3
08/21/24	0.1	email/ with administrator	Flowserve	NH	78.4
08/23/24	0.1	email/ with administrator	Flowserve	NH	78.5
08/29/23	0.1	email with associate re; case costs	Flowserve	NH	78.6
08/30/23	0.1	email/ with administrator	Flowserve	NH	78.7
09/06/24	0.1	email/ with administrator	Flowserve	NH	78.8
09/07/24	6.0	review and edits to first draft of MFA	Flowserve	NH	84.8
09/17/24	2.0	review edits from OC for MFA	Flowserve	NH	86.8
09/18/24	0.1	email/ with administrator	Flowserve	NH	86.9
09/20/24	5.0	review and finalize MFA	Flowserve	NH	91.9

TINA PETROSIAN, ESQ. CONFIDENTIAL and WORK PRODUCT - TIMESHEET

Date:	Hours:	Task	Case	Atty	Case total:
02/08/24	6.0	draft checklist for preliminary approval	Flowserve	TP	6.0
02/20/24	1.0	meeting with partner to go over preliminary approval checklist	Flowserve	TP	7.0
03/06/24	2.0	finalize and uploads to LWDA	Flowserve	TP	9.0
04/25/24	5.2	edit and finalize updated preliminary approval motion	Flowserve	TP	14.2
04/26/24	1.0	update settlement agreement	Flowserve	TP	15.2
04/26/24	0.1	emails re; filing of motion for preliminary approval	Flowserve	TP	15.3
05/08/24	0.2	submit updated LWDA submission	Flowserve	TP	15.5
05/13/24	0.2	review of minute order and email w/ OC	Flowserve	TP	15.7
05/20/24	1.0	draft revised proposed order	Flowserve	TP	16.7
05/23/24	2.0	update named plaintiffs and co-counsel	Flowserve	TP	18.7
05/23/24	0.1	review of minute order	Flowserve	TP	18.8
05/24/23	0.1	emails w/ OC re; MPA granted and notice	Flowserve	TP	18.9
07/03/24	0.1	email / dispute form to administrator	Flowserve	TP	19.0
07/18/24	0.1	email/ with administrator	Flowserve	TP	19.1
07/26/24	0.1	email/ with administrator	Flowserve	TP	19.2
08/09/24	0.1	email/ with administrator	Flowserve	TP	19.3
08/16/24	0.1	email/ with administrator	Flowserve	TP	19.4
08/21/24	0.1	email/ with administrator	Flowserve	TP	19.5
08/23/24	0.1	email/ with administrator	Flowserve	TP	19.6
08/29/23	0.1	email with partner re; case costs	Flowserve	TP	19.7
08/30/23	0.1	email/ with administrator	Flowserve	TP	19.8
09/06/24	0.1	email/ with administrator	Flowserve	TP	19.9
09/07/24	6.5	draft MFA	Flowserve	TP	26.4
09/17/24	4.5	edit MFA	Flowserve	TP	30.9
09/18/24	0.1	emails with administrator	Flowserve	TP	31.0
09/19/24	5.5	edit MFA, finalize exhibits	Flowserve	TP	36.5
09/20/24	1.5	finalize MFA, uploads to LWDA	Flowserve	TP	38.0

PROOF OF SERVICE

John Arias, et al. v. FLOWSERVE US, INC.
Case No.: 22STCV27829

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Chris Silmon, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010.

On **September 20, 2024**, I served the foregoing **DECLARATION OF NICOL E. HAJJAR IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT,** on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Brittaney de la Torre, Esq.
Marytza J. Reyes, Esq.
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Attorneys for Defendant,
FLOWSERVE US, INC.

(X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site

(X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

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

Executed on **September 20, 2024**, at Los Angeles, California.

/s/ Chris Silmon
Chris Silmon