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16 and the Certified Class/Subclasses

17 Additional Counsel on Subsequent Page

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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA
(UNLIMITED JURISDICTION)

RONALD BALANAG and JAVIER
GRACIANO, on behalf of themselves and all
others similarly situated, and on behalf of the
general public

Plaintiffs,

vs.

LAPTALO ENTERPRISES, INC. dba JL
Precision, MICHAEL LAPTALO, and DOES
2 through 50, inclusive;

Defendants.

Case No. 16CV292680

**JOINT STIPULATION REGARDING
CLASS ACTION SETTLEMENT AND
RELEASE**

Date: May 8, 2020
Time: 10:00 a.m.
Judge: Hon. Brian Walsh
Dept: 1

Complaint Filed: March 14, 2016
Trial Date: None

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10 LAPTALO ENTERPRISES, INC. dba JL PRECISION
11 and MICHAEL LAPTALO
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1 **STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE**

2 **IT IS HEREBY STIPULATED**, by and among Representative Plaintiffs RONALD
3 BALANAG and JAVIER GRACIANO (“Plaintiffs”), on behalf of themselves and the Settlement
4 Class Members, on the one hand, and Defendants LAPTALO ENTERPRISES, INC. dba JL
5 Precision and MICHAEL LAPTALO (“Defendant” or “Defendants”), on the other hand, and
6 subject to the approval of the Court, that the above-captioned Action is hereby being
7 compromised and settled pursuant to the terms and conditions set forth herein (the “Stipulation”
8 or “Agreement”).

9 **1. DEFINITIONS**

10 Unless otherwise defined herein, capitalized terms used in this Agreement shall have the
11 meanings set forth below:

12 1.1. “Action” or “Lawsuit” means the litigation entitled *Balanag, et al. v. Laptalo*
13 *Enterprises, Inc.*, Superior Court of the State of California, County of Santa Clara, Case No.
14 16CV292680.

15 1.2. “Class Counsel” means Kevin R. Allen, Allen Attorney Group and Daniel A.
16 Menendez of The Law Office of Daniel A Menendez.

17 1.3. “Class Counsel Award” means attorneys’ fees for Class Counsel’s litigation and
18 resolution of this Action in an amount up to Two Hundred Ten Thousand Dollars and No Cents
19 (\$210,000.00) (35% of the Maximum Settlement Amount). The Court shall determine the
20 amount of the Class Counsel Award to be paid from the Maximum Settlement Amount. Any
21 portion of the requested Class Counsel Award that is not awarded to Class Counsel shall be part
22 of the Net Settlement Amount and available for distribution to Settlement Class Members as
23 provided in this Agreement.

24 1.4. “Class Counsel Costs” means expenses and costs incurred by Class Counsel for
25 Class Counsel’s litigation and resolution of this Action. The Court shall determine the amount of
26 the Class Counsel Costs, and it shall be paid from the Maximum Settlement Amount. Any portion
27 of the requested Class Counsel Costs that is not awarded to Class Counsel shall be part of the Net
28 Settlement Amount and available for distribution to Settlement Class Members as provided in this

1 Agreement.

2 1.5. "Class Information" means information on the Class List attached hereto as
3 **Exhibit "B"**, which identifies all Settlement Class Members.

4 1.6. "Class Period" means the period from March 14, 2012 through November 28,
5 2017, inclusive.

6 1.7. "Class Representative Enhancement Award" means the amount that the Court
7 authorizes to be paid to each Plaintiff, in an amount up to Ten Thousand Dollars (\$10,000) each,
8 in addition to their Individual Settlement Payment, in recognition of the Plaintiffs' efforts and
9 risks in assisting with the prosecution of the Action and as consideration for executing this
10 Stipulation and general release of claims against Defendant. The Class Representative
11 Enhancement Award shall be paid from the Maximum Settlement Amount and any portion of the
12 requested amount that is not awarded to Plaintiffs shall be part of the Net Settlement Amount and
13 available for distribution to Settlement Class Members as provided in this Agreement.

14 1.8. "Court" means the Superior Court of the State of California, County of Santa
15 Clara.

16 1.9. "Defendant" or "Defendants" means LAPTALO ENTERPRISES, INC. dba JL
17 Precision and MICHAEL LAPTALO.

18 1.10. "Defense Counsel" or "Counsel for Defendant" shall mean Christopher K. Karic
19 of Sellar, Hazard & Lucia, APC.

20 1.11. "Effective Date" means the latest of the following dates, as applicable: (i) in the
21 event that any party or Settlement Class Member has filed an appeal regarding the trial court's
22 final approval of the settlement, the date the Court of Appeals or the California Supreme Court
23 has rendered a final ruling affirming the trial court's final approval of the settlement without
24 material modification; or (ii) in the event that a Settlement Class Member has filed an objection to
25 the Settlement that is not withdrawn before hearing, the date that the deadline for seeking
26 appellate review of the trial court's final approval of the settlement has passed without the filing
27 of a timely appeal or timely request for review, or (iii) in the event that no Settlement Class
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1 Member has filed an objection to the Settlement, the date that the trial court enters an Order
2 granting final approval of the Settlement.

3 1.12. "Estimated Individual Settlement Payment" means the estimated amount payable
4 to each Settlement Class Member as calculated pursuant to Paragraph 3.10 herein.

5 1.13. "Final Approval Hearing" means the hearing held on the motion for final approval
6 of the Settlement.

7 1.14. "Final Judgment" means the Court's entry of an order of judgment in this Action
8 following the Court's final approval of the Settlement.

9 1.15. "Individual Settlement Payment" means the amount payable from the Net
10 Settlement Amount to each Settlement Class Member who does not opt out. The Individual
11 Settlement Payment shall be calculated pursuant to Paragraph 3.10 herein.

12 1.16. "Maximum Settlement Amount" means Six Hundred Thousand Dollars and No
13 Cents (\$600,000.00).

14 1.17. "Net Settlement Amount" means the Maximum Settlement Amount, less Class
15 Counsel Award, Class Counsel Costs, Class Representative Enhancement Award, Settlement
16 Administration Costs, and the LWDA PAGA Allocation.

17 1.18. "Notice of Settlement" means the Notice of Class Action Settlement (substantially
18 in the form attached hereto as **Exhibit A**).

19 1.19. "Notice Packet" means the Notice of Class Action Settlement (substantially in the
20 form attached hereto as **Exhibit A**).

21 1.20. "PAGA Allocation" means up to Twelve Thousand Dollars (\$12,000) allocated
22 from the Maximum Settlement Amount for the compromise of claims brought under the
23 California Private Attorneys General Act ("PAGA"). Per California Labor Code section 2699(i),
24 Nine Thousand Dollars (\$9,000), representing 75% of the PAGA Allocation, will be paid to
25 California's Labor Workforce Development Agency ("LWDA") ("LWDA PAGA Allocation").
26 The remaining Three Thousand Dollars (\$3,000), representing 25% of the PAGA Allocation, will
27 be distributed to Settlement Class Members as part of the Net Settlement Amount as described in
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Paragraph 3.10.

1.21. “Parties” means Plaintiffs and Defendants, and “Party” shall mean either Plaintiff or Defendants, individually.

1.22. “Plaintiffs” means RONALD BALANAG and JAVIER GRACIANO.

1.23. “Preliminary Approval” or “Preliminary Approval Date” means the date the Court enters the Preliminary Approval Order.

1.24. “Preliminary Approval Order” means the Order signed by the Court granting Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement.

1.25. “Released Claims” means those wage and hour class claims which were alleged in the operative Complaint or that could be brought based on the specific factual allegations contained therein. The Released Claims include: (1) Failure to Pay All Wages (Labor Code §§ 510, 1194, 1197); (2) Failure to Provide Meal or Rest Periods or to Pay Meal and Rest Period Premiums (Labor Code §§ 226.7 and 512); (3) Failure to Pay Wages On Termination (Labor Code Section 203); (4) Failure to Provide Accurate Itemized Wage Statements (Cal. Labor Code Section 226); (5) Unfair Business Practices (Business & Professions Code § 17200) to the extent predicated on a Released Claim; and, (6) Recovery Under the Private Attorneys General Act (California Labor Code § 2698 *et seq.*) to the extent predicated on a Released Claim.

1.26. “Released Parties” means Defendants LAPTALO ENTERPRISES, INC. dba JL Precision, MICHAEL LAPTALO, and each of their respective current and former parents, subsidiaries, predecessors and successors, co-employers, and affiliated entities, and each of its respective officers, directors, employees, partners, shareholders, and agents, and any other successors, assigns, or legal representatives.

1.27. “Request for Exclusion” refers to the process by which Settlement Class Members can request to opt out or be excluded from the Settlement, as set forth herein in Section 3.5.

1.28. “Response Deadline” means the date thirty (30) days after the Settlement Administrator mails Notice Packets to Settlement Class Members and shall be the last date on which Settlement Class Members may submit a valid Request for Exclusion or Objection to the

1 Settlement (measured by post-mark date).

2 1.29. "Settlement" means the disposition of the Action pursuant to this Agreement.

3 1.30. "Settlement Administration Costs" means the amount to be paid to the Settlement
4 Administrator from the Maximum Settlement Amount for the administration of the Settlement.
5 The cost is estimated to be approximately Sixteen Thousand Dollars (\$16,000.00). Any portion of
6 the requested amount that is not approved by the Court shall be part of the Net Settlement
7 Amount and available for distribution to Settlement Class Members as provided in this
8 Agreement.

9 1.31. "Settlement Administrator" means the claims administrator that is mutually agreed
10 to by the Parties and approved by the Court. The Parties propose using CPT Group, Inc. as the
11 Settlement Administrator.

12 1.32. "Settlement Class Member(s)" or "Settlement Class" means those all individuals
13 who were employed by defendant Laptalo Enterprises, Inc dba JL Precision as a non-exempt
14 machinist, machine operator, welder, shipping clerk, or painter at defendant's factory on Zanker
15 Road in San Jose, California during the Class Period, excluding individuals who have executed a
16 release of the claims in this action. The Settlement Class Members are identified on the list
17 attached hereto as **Exhibit "B"** (the "Class List").

18 1.33. "Settlement Account" means the bank account established pursuant to the terms of
19 this Stipulation from which all monies payable under the terms of this Settlement shall be paid, as
20 set forth herein.

21 1.34. "Workweeks" is calculated, for purposes of this Settlement, by taking the number
22 of days between each Class Member's first day of employment within the Class Period and their
23 last day of employment within the Class Period, and dividing it by seven. Any break in
24 employment greater than 30 days shall be subtracted from a Class Member's calculated
25 Workweeks. By way of example, if a Class Member worked from January 1, 2013 through
26 December 31, 2014, then they will be credited with 104.14 Workweeks (729 days, divided by 7).

27 **2. RECITALS**

1 2.1. Class Certification for Purposes of Settlement. On November 28, 2017, the Court
2 issued its Order After Hearing on October 13, 2017 certifying a class and several subclasses. On
3 April 3, 2019 the Court issued an Order, pursuant to stipulation of the Parties, modifying the class
4 definition so as to eliminate the positions of “customer service representative” and
5 “administrative assistant” from the certified class definition. The Parties hereby stipulate and
6 agree to re-affirm the certification of this Action as set forth in the Court’s November 28, 2017
7 Order, as modified by the April 3, 2019 Order, for purposes of this Settlement. Should the
8 Settlement not become final and effective, as herein provided, then this stipulation shall in no way
9 prejudice either Parties’ ability to argue for or against the propriety of class certification or effect
10 further proceedings on motion of any party to certify or deny certification thereafter. The Parties’
11 willingness to stipulate to re-affirm class certification as part of the Settlement shall have no
12 bearing on, and shall not be admissible in or considered in connection with, the issue of whether a
13 class should be or remain certified in a non-settlement context in this Action and shall have no
14 bearing on, and shall not be admissible or considered in connection with, the issue of whether a
15 class should be certified or remain certified in any other lawsuit.

16 2.2. Procedural History. On March 14, 2016, Plaintiff Ronald Balanag filed a class
17 action complaint in the Santa Clara County Superior Court, Case No. 16CV292680. On June 30,
18 2017, Plaintiff Balanag amended his complaint to include a second representative plaintiff, Javier
19 Graciano, to his operative Complaint. The Complaint alleged the following claims on behalf of
20 both plaintiffs and a proposed class consisting of all hourly-paid, non-exempt “Factory
21 Employees” employed by JL Precision in California in the preceding four years: (1) Failure to
22 Pay Wages Owed (Labor Code Sections 510, 1194, 1197); (2) Failure to Provide Meal and Rest
23 Periods or Pay Meal and Rest Period Premiums (Labor Code Sections 226.7 and 512); (3) Failure
24 to Pay Wages on Separation of Employment (Labor Code Sections 203, 2926, 2927); (4) Failure
25 to Provide Accurate Itemized Wage Statements (Labor Code Section 226); (5) Unfair Business
26 Practices (Business & Professions Code Section 17200, *et. seq.*); and (6) Recovery Under the
27 Private Attorneys General Act (Labor Code Section 2698 *et. seq.*). On November 28, 2017, Judge
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1 Brian C. Walsh issued an order granting Plaintiffs' motion for class certification. On January 23,
2 2019 the Parties attended a mediation session with mediator Cynthia Remmers of Remmers
3 Global. The session was preceded by an informal exchange of data and metrics about the
4 proposed class as well as Defendant's financial condition. The matter did not settle at the session.
5 On March 6, 2019, Plaintiffs filed a DOE amendment adding MICHAEL LAPTALO as DOE No.
6 1. On April 3, 2019, the Court granted Plaintiffs' Motion for Summary Adjudication as to the
7 certified meal and rest break claims. On May 13, 2019, Defendant LAPTALO signed a notice and
8 acknowledge of receipt of the complaint and summons. On September 13, 2019, Defendant
9 Laptalo's Motion to Dismiss was denied in part and granted in part. Throughout 2019, and into
10 early 2020, Ms. Remmers continued to work with the Parties. Her efforts ultimately culminated in
11 the proposed Agreement contained herein.

12 2.3. Benefits of Settlement to Settlement Class Members. Plaintiffs and Class Counsel
13 recognize the length of continued proceedings necessary to litigate their disputes through trial and
14 through any possible appeals. Plaintiffs have also taken into account the uncertainty and risk of
15 the outcome of further litigation, and the difficulties and delays inherent in such litigation,
16 including, but not limited to risks related to liability questions raised by the issues in this case.
17 Plaintiffs and Class Counsel are also aware of the burdens of proof necessary to establish liability
18 for the claims asserted in the Action, both generally and in response to Defendant's defenses
19 thereto, and the potential difficulties in establishing damages for the Settlement Class Members.
20 Plaintiffs and Class Counsel have taken Defendants' financial condition into consideration, by
21 agreeing to installment payments, and believe that there is a real risk that they would not have
22 been able to collect the full amount of any class judgment. Plaintiffs and Class Counsel have also
23 taken into account Defendants' agreement to enter into a settlement that confers substantial relief
24 upon Settlement Class Members. Based on the foregoing, Plaintiffs and Class Counsel have
25 determined that the Settlement set forth in this Agreement is a fair, adequate and reasonable
26 settlement, and is in the best interests of the Settlement Class Members.

27 2.4. Defendant's Reasons for Settlement. Defendants believe that the Settlement Class
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1 Members were properly paid all wages owed, including, but not limited to, all straight time,
2 overtime, and were provided meal and rest periods as required under California law. However,
3 Defendants have concluded that any further defense of this litigation would be protracted and
4 expensive for all Parties. Substantial amounts of time, energy and resources of Defendants have
5 been and, unless this Settlement is made, will continue to be devoted to the defense of the claims
6 asserted by Plaintiffs and Settlement Class Members. Defendants have also taken into account the
7 risks of further litigation in reaching its decision to enter into this Settlement. Despite continuing
8 to contend that it is not liable for any of the claims set forth by Plaintiffs in the Action,
9 Defendants have, nonetheless, agreed to settle in the manner and upon the terms set forth in this
10 Agreement to put to rest the claims as set forth in the Action.

11 2.5. Settlement Class Members' Claims. Settlement Class Members have claimed and
12 continue to claim that the Released Claims have merit and give rise to liability on the part of
13 Defendant. This Agreement is a compromise of disputed claims. Nothing contained in this
14 Agreement and no documents referred to herein and no action taken to carry out this Agreement
15 may be construed or used as an admission by or against the Settlement Class Members or Class
16 Counsel as to the merits or lack thereof of the claims asserted.

17 2.6. Defendant's Defenses. Defendant has claimed and continues to claim that the
18 dismissed and Released Claims have no merit and do not give rise to liability. This Agreement is
19 a compromise of disputed claims. Nothing contained in this Agreement and no documents
20 referred to herein and no action taken to carry out this Agreement may be construed or used as an
21 admission by or against Defendant as to the merits or lack thereof of the claims asserted.

22 2.7. Maximum Amount Payable by Defendant. Under the terms of this Settlement,
23 Defendants shall be jointly and severally liable to pay the Maximum Settlement Amount of Six
24 Hundred Thousand Dollars and No Cents (\$600,000.00). None of this payment shall revert to the
25 Defendants, or any of them, under any circumstances. Defendants shall also be responsible to pay
26 its share of payroll taxes (FICA, FUTA and SDI contributions) in addition to the Maximum
27 Settlement Amount.
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1 **3. TERMS OF AGREEMENT**

2 The Parties agree as follows:

3 3.1. Release As To All Settlement Class Members. As of the Effective Date, all
4 Settlement Class Members, including Plaintiffs, who do not opt-out of the Settlement, release the
5 Released Parties from the Released Claims arising during the Class Period.

6 3.2. Tax Liability. The Parties make no representations as to the tax treatment or legal
7 effect of the payments called for hereunder, and Settlement Class Members are not relying on any
8 statement or representation by the Parties in this regard. However, Individual Settlement
9 Payments will be allocated as follows: twenty percent (20%) as wages (a W-2 will be issued),
10 eighty percent (80%) as interest and penalties (a 1099 will be issued). The Settlement
11 Administrator shall make employee-side payroll deductions from the portion of the Individual
12 Settlement Award that is allocated as W2 wages. Defendant shall be responsible for its employer
13 side payroll and employment taxes in addition to and outside of the Maximum Settlement
14 Amount.

15 3.3. Settlement Approval and Implementation Procedures. As part of this Settlement,
16 the Parties agree to the following procedures for obtaining the Court's preliminary approval of the
17 Settlement, certifying a Settlement Class, notifying Settlement Class Members of the Settlement,
18 obtaining the Court's final approval of the Settlement, and processing the Individual Settlement
19 Payments.

20 3.3.1. Preliminary Approval and Certification. As soon as practicable after
21 execution of this Stipulation, the Parties will jointly submit this Stipulation to the Court for its
22 preliminary approval. Such submission will include this Agreement, the proposed Notice Packet,
23 attached hereto as **Exhibit "A"**, and the Class List, attached hereto as **Exhibit "B,"** and any
24 motions, memoranda and evidence as may be necessary for the Court to determine that this
25 Agreement is fair, adequate and reasonable. The Parties agree to request the Court to enter an
26 order approving the certification of a provisional Settlement Class after the preliminary approval
27 hearing in accordance with California Rules of Court, Rule 3.769(c).

28 3.3.2. Class Information. The Parties shall provide the Settlement Administrator

1 with a version of the Class List, attached hereto as **Exhibit “B,”** that includes contact
2 information, for purposes of mailing Notice Packets to Settlement Class Members.

3 3.3.3. Notice By First Class U.S. Mail. The Settlement Administrator will
4 perform a search on the National Change of Address database and a skip trace (aka “credit header
5 check”) to update the Settlement Class Members’ addresses as included on the version of the
6 Class List that they provide the Settlement Administrator. No more than twenty (20) calendar
7 days after Preliminary Approval, the Settlement Administrator shall mail copies of the Notice
8 Packet to all Settlement Class Members by regular First Class U.S. Mail. The Settlement
9 Administrator shall exercise its best judgment to determine the current mailing address for each
10 Settlement Class Member. The address identified by the Settlement Administrator as the current
11 mailing address shall be presumed to be the best mailing address for each Settlement Class
12 Member. It will be conclusively presumed that if an envelope so mailed has not been returned
13 within twenty (20) days of the mailing that the Settlement Class Member received the Notice
14 Package.

15 3.3.4. Undeliverable Notices. Any Notice Packets returned to the Settlement
16 Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the
17 forwarding address affixed thereto (if any). Settlement Class Members to whom Notice Packets
18 are resent after having been returned undeliverable to the Settlement Administrator shall have
19 fourteen (14) calendar days thereafter or until the Response Deadline has expired, whichever is
20 later, to for Exclusion Form or to serve a Notice of Objection. Notice Packets that are resent shall
21 inform the recipient of this adjusted deadline. The date of the postmark on the return envelope or
22 the date of the fax stamp Request for Exclusion shall be the exclusive means used to determine
23 whether a Settlement Class Member has timely returned a Request for Exclusion on or before the
24 adjusted deadline. It will be conclusively presumed that if an envelope so mailed has not been
25 returned within twenty (20) days of the mailing that the Settlement Class Member received the
26 Notice Package. If a Settlement Class Member’s Notice Packet is returned to the Settlement
27 Administrator more than once as non-deliverable, then an additional Notice Packet shall not be
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1 re-mailed.

2 3.3.5. Compliance with the procedures specified in Paragraphs 3.3.1 through
3 3.3.4 herein shall constitute due and sufficient notice to Settlement Class Members of this
4 Settlement and shall satisfy the requirement of due process. Nothing else shall be required of, or
5 done by, the Parties, Class Counsel, and Defense Counsel to provide notice of the proposed
6 settlement.

7 3.4. No Claim Forms. Settlement Class Members who wish to receive payment under
8 the Settlement need not submit Claim Form or respond to the Notice Package in order to
9 participate in the Settlement. They will be eligible to receive an Individual Settlement Payment so
10 long as the Court grants final approval and they did not opt out of the Settlement.

11 3.5. Exclusions (Opt-Outs). As stated in the Notice Packet, Settlement Class Members
12 who wish to exclude themselves from the Settlement must submit a Request for Exclusion by the
13 Response Deadline. The Request for Exclusion: (1) must contain the name, address, telephone
14 number of the person requesting exclusion, (2) must be signed by the Settlement Class Member;
15 and (3) must be postmarked by the Response Deadline and returned to the Settlement
16 Administrator at the specified address. Requests for Exclusion that do not contain the information
17 listed in (1)-(2) will not be deemed valid for exclusion from this Settlement (except that Requests
18 missing only the phone number will still be valid). The date of the postmark on the return mailing
19 envelope for the Request for Exclusion shall be the exclusive means used to determine whether a
20 Request for Exclusion has been timely submitted. Any Settlement Class Member who requests to
21 be excluded from the Settlement Class will not be entitled to any recovery under the Settlement
22 and will not be bound by the terms of the Settlement. Settlement Class Members who receive a
23 Notice Packet but fail to submit a valid and timely Request for Exclusion on or before the
24 Response Deadline shall be bound by all terms of the Settlement and any Final Judgment entered
25 in this Action if the Settlement is approved by the Court. At no time shall any of the Parties or
26 their counsel seek to solicit or otherwise encourage members of the Settlement Class to submit
27 Requests for Exclusion from the Settlement.
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3.6. Objections. The Notice Packet shall state that Settlement Class Members who wish to object to the Settlement may submit a written statement of objection (“Notice of Objection”) by the Response Deadline. The date on the proof of service shall be deemed the exclusive means for determining that a Notice of Objection was served timely. The Settlement Administrator shall promptly provide the Parties with copies of all Notices of Objection. A Notice of Objection should be signed by the Settlement Class Member and should state: (1) the full name of the Settlement Class Member; (2) the dates of employment of the Settlement Class Member; (3) the basis for the objection; and, (5) if the Settlement Class Member intends to appear at the Final Approval Hearing. **Any Class Member, or person purporting to object on behalf of any Class Member, may be received or considered by the Court at the Final Approval Hearing, regardless of whether a valid notice of objection was served in a timely manner.** At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to object to the Settlement or appeal from the Order and Final Judgment. Class Counsel shall not represent any Settlement Class Members with respect to an objection.

3.7. No Solicitation of Settlement Objections or Exclusions. The Parties and their counsel agree to use their best efforts to carry out the terms of this Settlement. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to submit either written objections to the Settlement or Requests for Exclusion from the Settlement, or to appeal from the Court’s Final Judgment.

3.8. Funding and Allocation of Settlement. Defendant shall pay the Maximum Settlement Amount in twenty-three installments as follows:

Installment	Deadline	Installment Amount
1.	Within 14 Days of Settlement Effective Date	\$100,000.00
2.	One Month After Previous Installment (Same Day of the	\$22,727.00

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3.	One Month After Previous Installment (Same Day of the Month)	\$22,727.00
4.	One Month After Previous Installment (Same Day of the Month)	\$22,727.00
5.	One Month After Previous Installment (Same Day of the Month)	\$22,727.00
6.	One Month After Previous Installment (Same Day of the Month)	\$22,727.00
7.	One Month After Previous Installment (Same Day of the Month)	\$22,727.00
8.	One Month After Previous Installment (Same Day of the Month)	\$22,727.00
9.	One Month After Previous Installment (Same Day of the Month)	\$22,727.00
10.	One Month After Previous Installment (Same Day of the Month)	\$22,727.00
11.	One Month After Previous Installment (Same Day of the	\$22,727.00

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	Month)	
12.	One Month After Previous Installment (Same Day of the Month)	\$22,727.00
13.	One Month After Previous Installment (Same Day of the Month)	\$22,727.00
14.	One Month After Previous Installment (Same Day of the Month)	\$22,727.00
15.	One Month After Previous Installment (Same Day of the Month)	\$22,727.00
16.	One Month After Previous Installment (Same Day of the Month)	\$22,727.00
17.	One Month After Previous Installment (Same Day of the Month)	\$22,727.00
18.	One Month After Previous Installment (Same Day of the Month)	\$22,727.00
19.	One Month After Previous Installment (Same Day of the Month)	\$22,727.00
20.	One Month After Previous Installment (Same Day of the	\$22,727.00

1		Month)	
2	21.	One Month After Previous	\$22,727.00
3		Installment (Same Day of the	
4		Month)	
5	22.	One Month After Previous	\$22,727.00
6		Installment (Same Day of the	
7		Month)	
8	23.	One Month After Previous	\$22,733.00
9		Installment (Same Day of the	
10		Month)	
11	TOTAL:		\$600,000.00

12 In the event Defendants anticipate being unable to make an installment payment on time
13 due to adverse financial conditions outside its control, then Defendants shall provide notice to
14 Class Counsel at least five (5) business days before the impacted installment payment is due.
15 After notice is served, the Parties shall meet and confer in good faith to discuss Defendants'
16 financial condition, and review Defendants' supporting evidence for the financial hardship, so as
17 to determine whether it justifies a revision to the payment schedule. Any proposed revision(s) to
18 the installment schedule will need to be approved by the Court before they are effective. If
19 Defendants fail to provide the above notice and are late paying any single installment payment by
20 more than fourteen days late (referred to as a "Missed Payment"), or if Defendant(s) file a petition
21 for bankruptcy protection at any time after executing this Agreement, then the entirety of the
22 Maximum Settlement Amount shall become due and owing immediately without any action being
23 required by Class Counsel or the Court. In the event of an enforcement or collections action then
24 Plaintiffs and Class Counsel are entitled to their reasonable attorneys' fees and costs as well as
25 post judgment interest.

26 3.8.1. The Net Settlement Amount shall be calculated by deducting from the
27 Maximum Settlement Amount payments for (1) Class Representative Enhancement Awards, as
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1 specified in this Agreement and approved by the Court; (2) Class Counsel Award, as specified in
2 this Agreement and approved by the Court; (3) Class Counsel Costs, as specified in this
3 Agreement and approved by the Court; (4) the Settlement Administration Costs; and, (5) the
4 LWDA PAGA Allocation as specified in this Agreement and approved by the Court. The Net
5 Settlement Amount shall be distributed in Individual Settlement Payments in accordance with
6 Paragraphs 3.9 and 3.10. Defendant's share of payroll taxes (FICA, FUTA and SDI
7 contributions) on that portion of the Individual Settlement Payments allocated as a W-2 wage
8 payment shall be paid my Defendant outside and in addition to the Maximum Settlement
9 Amount.

10 3.9. Individual Settlement Payments. Individual Settlement Payments shall be paid
11 from the Net Settlement Amount pursuant to the formula set forth in Paragraphs 3.10.1 and 3.10.5
12 herein. The Individual Settlement Payments of Settlement Class Members shall be mailed by
13 regular First Class U.S. Mail to their last known mailing address. The Settlement Administrator
14 shall issue Individual Settlement Payments to Settlement Class Members in two tranches, with the
15 first half being paid within fourteen (14) days of its receipt of the tenth installment payment
16 (reflecting payment of \$304,543.00) and the second half issued within fourteen days of its receipt
17 of the twenty-third and final installment payment (reflecting payment of the entire Maximum
18 Settlement Amount). Individual Settlement Payments reflect settlement of a dispute regarding
19 wages, interest, and penalties. All Individual Settlement Payments, or any portion paid thereof,
20 will be allocated as follows: twenty percent (20%) as wages (a W-2 will be issued), eighty-
21 percent (80%) as penalties and interest (for which a Form MISC 1099 will be issued). Each
22 check issued to a Settlement Class Member shall remain valid and negotiable for one hundred and
23 eighty (180) days from the date of issuance.

24 3.10. Individual Settlement Payment Formula. The Net Settlement Amount will be
25 distributed as follows:

26 3.10.1. Each Settlement Class Member will be eligible to receive an Individual
27 Settlement Payment calculated as a *pro rata* portion of the Net Settlement Amount based on the
28

1 individual's number of Workweeks worked during the Class Period relative to the number of
2 Workweeks worked by all participating Settlement Class Members during the Class Period (*See*
3 Class List, **Exhibit "B"**).

4 3.10.2. Settlement Class Members will have the opportunity, should they disagree
5 with Defendant's records for their dates of employment being used to calculate number of
6 Workweeks, as presented on the Notice, to provide documentation and/or an explanation to show
7 contrary Workweeks during the Class Period. Class Members must notify the Settlement
8 Administrator of the dispute and submit documentation to support their dispute (such as, without
9 limitation, payroll or time keeping records, paycheck stubs) prior to the Response Deadline.
10 Moreover, a Class Member can only dispute his/her Workweeks if he/she does not exclude
11 himself/herself from the Settlement. If there is a dispute, the Settlement Administrator will
12 consult with the Parties to determine whether an adjustment is warranted. The Parties shall
13 engage in a good faith effort to reach an agreement as to whether a workweek adjustment for the
14 Class Member is warranted and, if the Parties are unable to reach an agreement, the
15 determination of the Settlement Administrator shall be deemed final.

16 3.10.3. INTENTIONALLY OMITTED.

17 3.10.4. Settlement Class Members who submit a valid request to be excluded from
18 the Settlement shall not receive an individual Settlement Award and the funds allocated to that
19 Settlement Class Member shall be returned to the Net Settlement Amount to be split between the
20 remaining Settlement Class Members who did not opt out of the Settlement.

21 3.10.5. Settlement Class Members are not eligible to receive any compensation
22 other than the Individual Settlement Payment, and they may only receive an Individual
23 Settlement Payment if they do not opt out of the Settlement.

24 3.11. No benefit, including but not limited to pension, shall increase or accrue as a result
25 of any payment made as a result of this settlement.

26 3.12. Disposition of Uncashed Checks. If a Settlement Class Member fails to cash a
27 settlement check within 180 days after it is issued then that check will be voided.
28

1 3.12.1. The funds from voided checks in the first distribution (i.e., after installment
2 number 10) shall be reissued and sent to the same Settlement Class Member
3 alongside or in addition to their second check (i.e., after installment number 23).

4 3.12.2. If the total funds from uncashed checks sent in the second distribution ***are less***
5 ***than \$30,000***, then, consistent with California Code of Civil Procedure section
6 384(b)(3), the funds shall be paid to a Court approved nonprofit organization to
7 support projects that will benefit the class or similarly situated persons, further the
8 objectives and purposes of the underlying class action or cause of action, or promote
9 the law consistent with the objectives and purposes of the underlying class action or
10 cause of action; child advocacy programs; or nonprofit organizations providing civil
11 legal services to the indigent (referred to as a “*cy pres*” recipient). The Parties
12 propose the Katharine & George Alexander Community Law Center (KGACLC) to
13 act as *cy pres* recipient for purposes of the above.

14 3.12.3. However, if the total funds from uncashed checks sent in the second distribution
15 are \$30,000 or more, then the Settlement Administrator shall, as soon as is practical,
16 make a third distribution but only to those Settlement Class Members who have
17 cashed one or more of the checks from the previous distributions. Such Settlement
18 Class Members will be eligible to receive payment calculated as a *pro rata* portion of
19 the amount of funds from uncashed checks sent in the second distribution, based on
20 the individual’s number of Workweeks worked during the Class Period relative to
21 the total number of Workweeks worked during the Class Period by Settlement Class
22 Members who cashed one or more of the checks from the previous distributions. If
23 there is a third distribution, pursuant to this paragraph, then it will be allocated for
24 tax purposes as follows: twenty percent (20%) as wages (a W-2 will be issued),
25 eighty percent (80%) as interest and penalties (a 1099 will be issued). If a Settlement
26 Class Member fails to cash a check from this third distribution within 180 days after
27 it is issued then that check will be voided and the funds turned over to the Court
28

1 approved *cy pres*, consistent with the above.

2 3.13. Class Representative Enhancement Award. Defendant agrees not to oppose or
3 object to any application or motion by Plaintiffs for a Class Representative Enhancement Award,
4 not to exceed Ten Thousand Dollars (\$10,000.00) to each Plaintiff, as consideration for the
5 release of all Released Claims and for their time and effort in bringing and prosecuting this
6 matter. The Class Representative Enhancement Award shall be paid from the Maximum
7 Settlement Amount. As a condition of receiving this award, Plaintiffs agree to the additional
8 release as set forth in Paragraph 3.14. The Settlement Administrator shall issue Class
9 Representative Enhancement Award Payments in two tranches, with the first half being paid
10 within fourteen (14) days of its receipt of the tenth installment payment (reflecting payment of
11 \$304,543.00) and the second half paid within fourteen days of its receipt of the twenty-third and
12 final installment payment (reflecting payment of the entire Maximum Settlement Amount). The
13 Settlement Administrator shall issue IRS Form 1099 — MISC to Plaintiffs for their Class
14 Representative Enhancement Awards. Plaintiffs shall be solely and legally responsible to pay any
15 and all applicable taxes on her Class Representative Enhancement Award. The Class
16 Representative Enhancement Awards shall be in addition to each Plaintiff's Individual Settlement
17 Payment as a Settlement Class Member. In the event that the Court awards less than the amount
18 of the Class Representative Enhancement Award requested, then any portion of the requested
19 amount not awarded to Plaintiffs shall be added to the Net Settlement Amount. Plaintiffs shall
20 not have the right to revoke his agreement to the Settlement on the grounds the Court does not
21 approve any or all of the request for a Class Representative Enhancement Award.

22 3.14. Additional Release by Class Representative. In addition to the Release set forth in
23 Paragraph 1.25, and except as expressly limited herein, Plaintiffs and Class Representatives
24 RONALD BALANAG and JAVIER GRACIANO, and each of them in their individual capacity,
25 hereby releases Defendants, and each of their respective affiliates, parent companies, subsidiaries,
26 shareholders, officers, officials, partners, directors, members, owners, servants, employees,
27 employers, agents, contractors, attorneys, insurers, predecessors, representatives, accountants,
28

1 executors, personal representatives, successors and assigns, past, present, and future, and all
2 persons acting under, by, through, or in concert with any of them, of and from any and all claims
3 that relate in any way to their employment with Defendant, whether under the laws of the State of
4 California or federal law, including, without limitation, statutory, constitutional, contractual,
5 and/or common law claims for wages, damages, restitution, unreimbursed expenses, equitable
6 relief, penalties, liquidated damages, and/or punitive damages (including, without limitation,
7 claims under any applicable Industrial Welfare Commission Wage Order, the California Private
8 Attorneys General Act, or any other provision of the California Labor Code); Title VII of the
9 Civil Rights Act of 1964; 42 U.S.C. § 1981; the Americans With Disabilities Act; Sections 503
10 and 504 of the Rehabilitation Act of 1973; the Family Medical Leave Act; the Fair Labor
11 Standards Act; the Employee Retirement Income Security Act; the Occupational Safety and
12 Health Act; the Worker Adjustment and Retraining Notification Act, as amended; the California
13 Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 *et seq.*); the California Fair
14 Employment and Housing Act; any state, civil, or statutory laws, including any and all human
15 rights laws and laws against discrimination; any other federal, state, or local statutes, codes, or
16 ordinances; any common law, contract law, or tort law cause of action; and any claims for
17 interest, attorneys' fees, and/or costs. As to the release contemplated by this paragraph, Plaintiffs
18 waive the provisions of California Civil Code Section 1542 which states:

19
20 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**
21 **WHICH THE CREDITOR DOES NOT KNOW OR**
22 **SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE**
23 **TIME OF EXECUTING THE RELEASE, WHICH IF**
24 **KNOWN BY HIM OR HER MUST HAVE MATERIALLY**
25 **AFFECTED HIS OR HER SETTLEMENT WITH THE**
26 **DEBTOR.**

27 The Additional Release by Class Representative does not include claims unrelated to
28 Plaintiffs' employment with Defendants or claims that cannot be released as a matter of law, such
as claims for workers compensation.

3.15. Class Counsel Award and Costs. Defendants agree not to oppose or object to any

1 application or motion by Class Counsel for attorneys' fees not to exceed Two Hundred and Ten
2 Thousand Dollars and No Cents (\$210,000.00) and Class Counsel Costs from the Maximum
3 Settlement Amount. The Settlement Administrator shall issue the Class Counsel Award and Costs
4 in two tranches, with the first half being paid within fourteen (14) days of its receipt of the tenth
5 installment payment (reflecting payment of \$304,543.00) and the second half issued within
6 fourteen days of its receipt of the twenty-third and final installment payment (reflecting payment
7 of the entire Maximum Settlement Amount). Class Counsel shall be solely and legally responsible
8 to pay all applicable taxes on the payment made pursuant to this paragraph. The Settlement
9 Administrator shall issue an IRS Form 1099 — MISC to Class Counsel for the payments made
10 pursuant to this paragraph. This Settlement is not contingent upon the Court awarding Class
11 Counsel any particular amount in attorneys' fees and costs. Any amount requested by Class
12 Counsel for the Class Counsel Award and Class Counsel Costs and not granted by the Court shall
13 return to the Net Settlement Amount and be distributed as provided in this Agreement.

14 3.16. PAGA. Subject to Court approval, the Parties shall allocate a total of Twelve
15 Thousand Dollars (\$12,000.00) from the Maximum Settlement Amount for the compromise of
16 claims brought under the PAGA (the PAGA Allocation). Per California Labor Code section
17 2699(i), Nine Thousand Dollars (\$9,000.00), representing 75% of the PAGA Allocation, will be
18 paid to California's Labor Workforce Development Agency (the LWDA PAGA Allocation). The
19 remaining Three Thousand Dollars (\$3,000.00), representing 25% of the PAGA Allocation, will
20 be included and distributed as part of the Net Settlement Amount as described in Paragraph 3.10.

21 3.17. Class Counsel, consistent with Labor Code section 2699(1)(2), will submit this
22 Agreement to the LWDA via its website portal at the same time that the Agreement is submitted
23 to this Court. Class Counsel will also submit this Court's final judgment, if entered, to the
24 LWDA, as required by statute.

25 3.18. The LWDA PAGA Allocation shall be paid to the State of California from the
26 Maximum Settlement Amount by the Claims Administrator in two tranches, with the first half
27 being paid within fourteen (14) days of its receipt of the tenth installment payment (reflecting
28

1 payment of \$304,543.00) and the second half issued within fourteen days of its receipt of the
2 twenty-third and final installment payment (reflecting payment of the entire Maximum Settlement
3 Amount).

4 3.19. Option to Terminate Settlement. Defendants represent that the Settlement Class
5 consists only of those persons identified on the Class List attached hereto as **Exhibit “B.”** If the
6 actual number of Settlement Class Members exceeds the number identified on the Class List by
7 more than 5% then Plaintiffs’ counsel shall have, in its sole discretion, the option to terminate this
8 Settlement. If Plaintiffs exercise this option to terminate this Settlement due to this provision then
9 Defendant shall pay all Settlement Administration Costs incurred up to the date of termination.

10 3.20. Settlement Administration Costs. The Settlement Administrator shall be paid for
11 the costs of administration of the Settlement from the Maximum Settlement Amount. No fewer
12 than thirty (30) days prior to the Final Approval Hearing, the Settlement Administrator shall
13 provide the Parties with a statement detailing the costs of administration. The Settlement
14 Administrator, on Defendant’s behalf, shall have the authority and obligation to make payments,
15 credits and disbursements, including payments and credits in the manner set forth herein, to
16 Settlement Class Members calculated in accordance with the methodology set out in this
17 Agreement and orders of the Court. The Parties agree to cooperate in the Settlement
18 Administration process and to make all reasonable efforts to control and minimize the cost and
19 expenses incurred in administration of the Settlement. The Parties each represent they do not
20 have any financial interest in the Settlement Administrator or otherwise have a relationship with
21 the Settlement Administrator that could create a conflict of interest. The Settlement Administrator
22 shall be responsible for: processing and depositing or mailing payments to the Plaintiff, Class
23 Counsel, Settlement Class Members, printing and mailing the Notice Packets to the Settlement
24 Class Members as directed by the Court; receiving and reporting the Requests for Exclusion
25 submitted by Settlement Class Members; making all court-approved payments to the Settlement
26 Class Members; providing declaration(s) as necessary in support of preliminary and/or final
27 approval of this Settlement; and other tasks as the Parties mutually agree or the Court orders the
28

1 Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely
2 apprised of the performance of all Settlement Administrator responsibilities. Any legally
3 mandated tax reports, tax forms, tax filings, or other tax documents required by administration of
4 this Agreement shall be prepared by the Settlement Administrator. Any expenses incurred in
5 connection with such preparation shall be a cost of administration of the Settlement. The
6 Settlement Administrator shall be paid the Court approved Settlement Administration Costs in
7 two tranches, with the first half being paid within fourteen (14) days of its receipt of the tenth
8 installment payment (reflecting payment of \$304,543.00) and the second half issued within
9 fourteen days of its receipt of the twenty-third and final installment payment (reflecting payment
10 of the entire Maximum Settlement Amount).

11 3.21. Final Approval Hearing. At a reasonable time following the Response Deadline,
12 the Court shall hold the Final Approval Hearing, where objections, if any, may be heard, and the
13 Court shall determine amounts properly payable for (i) the Class Counsel Award, (i) Class
14 Counsel Costs, (iii) the Class Representative Enhancement Award, (iv) Individual Settlement
15 Payments, (v) the LWDA PAGA Allocation and (vi) the Settlement Administration Costs.

16 3.22. Entry of Final Judgment. If the Court approves this Settlement at the Final
17 Approval Hearing, the Parties shall request that the Court enter the Final Judgment and dismiss
18 the Released Claims with prejudice upon the fulfillment of the conditions set forth in this
19 Agreement, incorporating the terms of the Settlement in accordance with California Rules of
20 Court, Rule 3.769(h). Pursuant to California Rule of Court 3.769(h), after granting final approval
21 of the Settlement, the Court shall retain jurisdiction over the Parties to enforce the terms of the
22 judgment.

23 3.23. No Effect on Employee Benefits. Amounts paid to Plaintiffs or other Settlement
24 Class Members pursuant to this Agreement will not count as earnings or compensation for
25 purposes of any benefits (e.g., pensions or retirement plans) sponsored by Defendant.

26 3.24. Nullification of Settlement Agreement. In the event: (i) the Court does not enter
27 the Preliminary Approval Order as specified herein; (ii) the Court does not grant final approval of
28

1 the Settlement as provided herein; (iii) the Court does not enter a Final Judgment as provided
2 herein; or (iv) the Settlement does not become final for any other reason, this Settlement
3 Agreement shall be null and void and any order or judgment entered by the Court in furtherance
4 of this Settlement shall be treated as void from the beginning. In such a case, the Parties and any
5 funds to be awarded under this Settlement shall be returned to their respective statuses as of the
6 date and time immediately prior to the execution of this Agreement, and the Parties shall proceed
7 in all respects as if this Agreement had not been executed, except that any fees already incurred
8 by the Settlement Administrator shall be paid by the Parties in equal shares. In the event an
9 appeal is filed from the Court's Final Judgment, or any other appellate review is sought,
10 administration of the Settlement shall be stayed pending final resolution of the appeal or other
11 appellate review, but any fees incurred by the Settlement Administrator prior to it being notified
12 of the filing of an appeal from the Court's Final Judgment, or any other appellate review, shall be
13 paid to the Settlement Administrator by Defendant within thirty (30) days of said notification.

14 3.25. No Admission By the Parties. Defendants deny any and all claims alleged in this
15 Action and deny all wrongdoing whatsoever. This Agreement is not a concession or admission,
16 and shall not be used against Defendants as an admission or indication with respect to any claim
17 of any fault, concession or omission by Defendants.

18 3.26. Stay of Time Period to Bring Case to Trial. The Parties hereby that, once this
19 Settlement is executed by the Parties, it would be futile to bring the matter to trial and, therefore,
20 that the time limits to bring a case to trial, including those set forth in Cal. Code of Civ. Proc.
21 Section 583.310 *et seq.* are hereby stayed until such time as the Court has issued a final ruling on
22 whether or not the Parties' proposed Settlement is approved. In the event the proposed Settlement
23 is not approved, the Parties also hereby agree, pursuant to Cal. Code of Civ. Proc. Section
24 583.330, that the deadline to bring this case to trial shall be extended by six months.

25 3.27. Exhibits and Headings. The terms of this Agreement include the terms set forth in
26 the attached **Exhibits "A"-"B"** which are incorporated by this reference as though fully set forth
27 herein. Any Exhibits to this Agreement are an integral part of the Settlement. The descriptive
28

1 headings of any paragraphs or sections of this Agreement are inserted for convenience of
2 reference only and do not constitute a part of this Agreement.

3 3.28. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the
4 Action, and thereafter implement and complete the Settlement, in abeyance pending the Final
5 Approval Hearing to be conducted by the Court.

6 3.29. Amendment or Modification. This Agreement may be amended or modified only
7 by a written instrument signed by counsel for all Parties or their successors-in-interest.

8 3.30. Entire Agreement. This Agreement and any attached Exhibits constitute the entire
9 Agreement among these Parties, and no oral or written representations, warranties or inducements
10 have been made to any Party concerning this Agreement or its Exhibits other than the
11 representations, warranties and covenants contained and memorialized in the Agreement and its
12 Exhibits.

13 3.31. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant
14 and represent they are expressly authorized by the Parties whom they represent to negotiate this
15 Agreement and to take all appropriate actions required or permitted to be taken by such Parties
16 pursuant to this Agreement to effectuate its terms, and to execute any other documents required to
17 effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each
18 other and use their best efforts to implement the Settlement. In the event the Parties are unable to
19 reach agreement on the form or content of any document needed to implement the Settlement, or
20 on any supplemental provisions that may become necessary to effectuate the terms of this
21 Settlement, the Parties may seek the assistance of the Court to resolve such disagreement. The
22 persons signing this Agreement on behalf of Defendant represent and warrant that they are
23 authorized to sign this Agreement on behalf of Defendant. Plaintiffs represent and warrant that
24 they are authorized to sign this Agreement and that they have not assigned any claim, or part of a
25 claim, covered by this Settlement to a third-party.

26 3.32. Binding on Successors and Assigns. This Agreement shall be binding upon, and
27 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.
28

1 3.33. California Law Governs. All terms of this Agreement and the Exhibits hereto
2 shall be governed by and interpreted according to the laws of the State of California.

3 3.34. This Settlement is Fair, Adequate and Reasonable. The Parties believe this
4 Settlement is a fair, adequate and reasonable settlement of this Class Action and have arrived at
5 this Settlement after extensive arms-length negotiations, taking into account all relevant factors,
6 present and potential.

7 3.35. Jurisdiction of the Court. In accordance with California Rule of Court 3.769(h),
8 the Parties agree that the Court shall retain jurisdiction with respect to the interpretation,
9 implementation and enforcement of the terms of this Agreement and all orders and judgments
10 entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction
11 of the Court for purposes of interpreting, implementing and enforcing the settlement embodied in
12 this Agreement and all orders and judgments entered in connection therewith.

13 3.36. Invalidity of Any Provision. Before declaring any provision of this Agreement
14 invalid, the Court shall first attempt to construe the provisions to be valid to the fullest extent
15 possible consistent with applicable precedents so as to define all provisions of this Agreement so
16 they are valid and enforceable.

17 3.37. Waiver of Certain Appeals. The Parties agree to waive their rights to bring an
18 appeal relating to this settlement; provided, however, Plaintiffs may appeal any reduction to an
19 award of attorneys' fees.

20 3.38. Cooperation. The Parties agree to cooperate fully with one another to accomplish
21 and implement the terms of this Settlement. Such cooperation shall include, but not be limited to,
22 execution of such other documents and the taking of such other action as may be reasonably
23 necessary to fulfill the terms of this Settlement. The Parties to this Settlement shall use their best
24 efforts, including all efforts contemplated by this Settlement and any other efforts that may
25 become necessary by Court order, or otherwise, to effectuate this Settlement and the terms set
26 forth herein.

27 3.39. Notices. Unless otherwise specifically provided, all notices, demands or other
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communications in connection with this Stipulation shall be: (1) in writing; (2) deemed given on the third business day after mailing; and (3) sent via United States registered or certified mail, return receipt requested and email addressed as follows:

To Plaintiff:

KEVIN R. ALLEN, SBN 237994
ALLEN ATTORNEY GROUP
2121 N. California Blvd., Suite 290
Walnut Creek, CA 94596
Tel. (925) 695-4913
Fax (925) 334-7470
kevin@allenattorneygroup.com

To Defendant:

Christopher K. Karic SBN 184765
SELLAR HAZARD & LUCIA
A Professional Law Corporation
201 North Civic Drive, Suite 145
Walnut Creek, CA 94596
Telephone: (925) 938-1430
Facsimile: (925) 256-7508
Email: ckaric@sellarlaw.com

3.40. Execution by Settlement Class Members. It is agreed that it is impossible or impractical to have each Class Member execute this Settlement Agreement. The Notice will advise all Settlement Class Members of the binding nature of the release and, unless the Settlement Class Member opts-out, such shall have the same force and effect as if each Settlement Class Member executed this Stipulation.

3.41. Arms Length Negotiations, Shared Drafting of Settlement Agreement. The Parties hereto agree that the terms and conditions of this Stipulation of Settlement are the result of lengthy, intensive, arms-length negotiations between the Parties and that this Stipulation shall not be construed in favor of or against any of the Parties by reason of their participation in the drafting of this Stipulation.

3.42. Defendant's Representations for Mediation: Defendant represented the Class List (**Exhibit "B"**) identifies all putative class members employed during the Class Period. This Settlement was also reached, in part, based on Defendant's representations regarding its financial condition and the risk that any judgment in this matter would not be collectable. Defendant Laptalo Enterprises hereby warrants and represents that the tax returns produced to Plaintiff's counsel were true and correct copies of the actual tax returns that were submitted to the state and Federal taxing agencies. Defendant agrees to provide the Court, if requested, with evidence to

1 support its claims of financial hardship, such as copies of the tax returns or financial statements
2 that were provided to Plaintiffs' counsel. In the event the Court requires such evidence the Parties
3 shall take reasonable steps to maintain the records as confidential, such as offering the records to
4 the Court for in camera review or filing said records under seal. Defendants agree to cooperate
5 with Plaintiffs' counsel in providing information needed for the Motion for Preliminary/Final
6 Approval including providing additional details on Defendant's financial condition if required by
7 the Court.

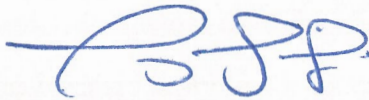
8 3.43. Enforcement Action. In the event that one or more of the Parties to this Settlement
9 Agreement institutes any legal action or other proceeding against any other party or Parties to
10 enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under
11 this Settlement Agreement, the successful Party or Parties shall be entitled to recover from the
12 unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees
13 incurred in connection with any enforcement actions.

14 3.44. Counterparts. This Stipulation shall become effective upon its execution by the
15 Parties and this Stipulation maybe executed in counterparts, each of which shall have the same
16 force and effect as if each had signed the same instrument. Copies of the executed agreement
17 shall be effective for all purposes as though the signatures contained therein were original
18 signatures.

19 **IT IS SO AGREED:**

20 DATED: April 29, 2020

21 By: 
22 FOR DEFENDANT LAFTALO
23 ENTERPRISES, INC. dba JL Precision
24 NAME: Michael Lapato
25 TITLE President

26 
27 TONY GRIZELJ
28 Vice President

1 DATED: April 29, 2020

2 By: 
3 DEFENDANT MICHAEL IAPTALO

4 DATED: April __, 2020

5 By: _____
6 PLAINTIFF RONALD BALANAG

7 DATED: April __, 2020

8 By: _____
9 PLAINTIFF JAVIER GRACIANO

10
11
12 **APPROVED AS TO FORM:**

13 DATED: April 29, 2020

14 **ALLEN ATTORNEY GROUP**

15 By: *Kevin Allen*
16 KEVIN R. ALLEN
17 Class Counsel and Attorneys
18 for Plaintiff Lee Webster

19 DATED: April __, 2020

20 **SELLAR HAZARD & LUCIA**

21 By: _____
22 CHRISTOPHER KARIC
23 Counsel for Defendants
24
25
26
27
28

1 DATED: April __, 2020

2 By: _____
3 DEFENDANT MICHAEL LAPALO

4 ^{KB}
5 DATED: ^{MAY 1, 2020} April __, 2020

6 By: Balanag
7 PLAINTIFF RONALD BALANAG

8 DATED: April __, 2020

9 By: _____
10 PLAINTIFF JAVIER GRACIANO

11
12 APPROVED AS TO FORM:

13 DATED: April __, 2020

14 ALLEN ATTORNEY GROUP

15 By: _____
16 KEVIN R. ALLEN
17 Class Counsel and Attorneys
18 for Plaintiff Lee Webster

19 DATED: April __, 2020

20 SELLAR HAZARD & LUCIA

21 By: _____
22 CHRISTOPHER KARIC
23 Counsel for Defendants
24
25
26
27
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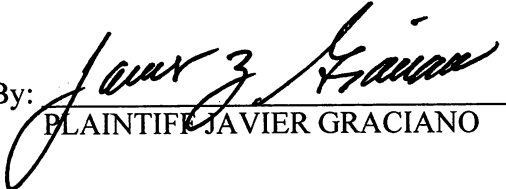
1 DATED: April __, 2020

2 By: _____
3 DEFENDANT MICHAEL LAP TALO

4 DATED: April __, 2020

5 By: _____
6 PLAINTIFF RONALD BALANAG

7 DATED: April 30, 2020

8 By:  _____
9 PLAINTIFF JAVIER GRACIANO

10
11
12 **APPROVED AS TO FORM:**

13 DATED: April __, 2020

14 **ALLEN ATTORNEY GROUP**

15 By: _____
16 KEVIN R. ALLEN
17 Class Counsel and Attorneys
for Plaintiff Lee Webster

18 DATED: April __, 2020

19 **SELLAR HAZARD & LUCIA**

20 By: _____
21 CHRISTOPHER KARIC
22 Counsel for Defendants
23
24
25
26
27
28

EXHIBIT A

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1 **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

2 SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF SANTA CLARA
3 *BALANAG V. LAPTALO ENTERPRISES, INC. dba JL PRECISION, CASE NO. 16CV292680*

4 **ATTENTION: IF YOU WERE EMPLOYED BY LAPTALO**
5 **ENTERPRISES, INC. DOING BUSINESS AS JL PRECISION IN**
6 **CALIFORNIA BETWEEN MARCH 12, 2012 AND NOVEMBER 28,**
7 **2017 YOU COULD GET A PAYMENT FROM THIS**
8 **SETTLEMENT.**

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

- 10 • If approved by the Court the Settlement will provide \$600,000.00 to resolve claims of
11 individuals who were employed by defendant Laptalo Enterprises, Inc. dba JL Precision
12 (“Laptalo” or “JL Precision”) as a non-exempt machinist, machine operator, welder, shipping
13 clerk, or painter at defendant’s factory on Zanker Road in San Jose, California between March
14 14, 2012 and November 28, 2017, **excluding** individuals who already executed a release of
15 the claims with Defendant.
- 16 • The Settlement involves a lawsuit over whether Defendant Laptalo paid all wages owed and
17 provided timely meal periods and rest breaks. Plaintiff Ronald Balanag and Javier Graciano
18 also sought recovery from Defendant Michael Laptalo as the alter ego or joint employer of
19 Defendant Laptalo.
- 20 • The two sides disagree over how much money, if any, could have been won at trial.
- 21 • Your legal rights are affected whether or not you act or don’t act. **READ THIS NOTICE**
22 **CAREFULLY!**

OVERVIEW OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT	
DO NOTHING	Get a payment. Give up rights.
EXCLUDE YOURSELF	Get <u>no</u> payment. This is the <u>only</u> option that allows you to be a part of another lawsuit against the Defendants for the legal claims in this lawsuit.
OBJECT	Tell the Court about why you don’t like the Settlement.

- 23 • These rights and options – and the deadlines to exercise them- are explained in this
24 notice.
- 25 • The Court handling this case still has to decide whether to approve the Settlement.
26 Settlement payments will only be issued to Settlement Class Members who do not
27 request to be excluded from the Settlement and *only* if the Court approves the
28

Settlement and all appeals are resolved. Please be patient.

- Additional information and settlement documents are available by contacting Class Counsel.

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BASIC INFORMATION

1. Why did I get this notice?

Defendant Laptalo Enterprises, Inc.'s records show that you were employed as a non-exempt machinist, machine operator, welder, shipping clerk, or painter at defendant's factory on Zanker Road in San Jose, California between March 14, 2012 and November 28, 2017, inclusive. This is referred to as the "Class Period." This notice explains the lawsuit, the Settlement, and your legal rights.

1 The lawsuit is known as *Balanag v. Laptalo Enterprises, Inc. dba JL Precision*, and is pending in
2 the Superior Court of California for the County of Santa Clara, Case No. 16CV292680 (the
3 “Action”). Ronald Balanag and Javier Graciano are called the Plaintiffs or Class Representatives,
4 and the companies they sued are called the Defendants (i.e., Laptalo Enterprises, Inc., dba JL
Precision and Michael Laptalo).

5 **2. What is this lawsuit about?**

6 The lawsuit involves claims under California’s wage and hour laws. Plaintiffs worked in a
7 covered position at Defendant’s Zanker Road warehouse within the Class Period. They allege that
8 Defendants failed to pay them and other Settlement Class Members all wages owed due to time
9 rounding. Plaintiffs also allege that Defendants failed to provide timely and lawful meal periods
10 and rest breaks. As a result, Plaintiffs allege that they, and the members of the Settlement Class
(defined in response to Question 4 below), are entitled to recover unpaid wages, interest, and
statutory and civil penalties.

11 Defendants deny that engaging in any wrongful conduct or that they violated the law in any way,
12 and believe that Plaintiffs and the Settlement Class were properly compensated, including final
wages, and they were provided lawful meal and rest periods.

13 Both Plaintiffs and Defendants believe that the Settlement is fair, adequate, and reasonable, and
14 that it is in the best interest of the members of the Settlement Class.

15 **3. What is a class action lawsuit?**

16 In a class action, one or more people called the “Plaintiff” (in this case, Ronald Balanag and
17 Javier Graciano) sue on behalf of people who have similar alleged claims. All of these similar
18 people are a “class” or “class members.” The Court resolves the issues for all class members,
19 except for those who exclude themselves from the class. On November 28, 2017, the Honorable
Brian C. Walsh issued an order certifying a class and several subclasses. On XXXX, the Court
certified the class again for purposes of settlement only.

20 **4. Who is in the Settlement Class?**

21 “Settlement Class Members” or “Settlement Class” means all non-exempt machinists, machine
22 operators, welders, shipping clerks, or painters at defendant’s factory on Zanker Road in San
23 Jose, California during the Class Period, excluding individuals who have executed a release of the
claims in this action.

24 **5. Why is there a settlement?**

25 After conducting substantial investigation, including review of policies, payroll records and
26 personnel files, both sides agreed to the Settlement to avoid the cost and risk of further litigation.
27 The Settlement does not mean that any law was broken. Defendants deny all of the claims
28 asserted in the Action and deny that they have violated any laws. Plaintiffs and their lawyers
think the Settlement is in the best interests of all Settlement Class Members.

THE SETTLEMENT BENEFITS

6. What do I get?

Under the terms of the Settlement, Defendant agreed to pay a total of \$600,000.00 which is referred to as the Maximum Settlement Amount. Due to its financial condition this will be paid in twenty-three monthly installments as follows: (1) a \$100,000.00 installment will be paid within 14 days of the Effective Date (see Section 9 below); (2) twenty-one monthly installment payments of \$22,727.00 each; and (3) a twenty-third monthly installment payment of \$22,737.00.

This Maximum Settlement Amount will be used to pay attorneys' fees (not to exceed 35% of the Maximum Settlement Amount, i.e., \$210,000.00), attorneys' actual litigation costs, a Class Representative Enhancement Award to each of the Plaintiffs (not to exceed \$10,000.00 each), a payment of \$9,000.00 to the State of California Labor and Workforce Development Agency ("LWDA") for alleged penalties under the Private Attorney General Act ("PAGA"), the fees and expenses of the Settlement Administrator (estimated to cost \$17,500). The remainder, referred to as the Net Settlement Amount, will be distributed in full to Settlement Class Members who do not request to be excluded from the Settlement.

Individual Settlement Payment

The Net Settlement Amount will be distributed to Settlement Class Members based on the number of Workweeks worked for Defendant in covered position during the Class Period relative to the total number of Workweeks worked by all Settlement Class Members during the Class Period. "Workweeks" is calculated by taking the number of days between your first day of employment within the Class Period and last day of employment within the Class Period, and dividing it by seven.

According to Defendants' records, your dates of employment in a covered position for Laptalo Enterprises, Inc. were _____ to _____. **Based on these dates, your Individual Settlement Award is estimated to be at least \$_____.** Your actual Individual Settlement Award may be for more than this amount depending on the number of Settlement Class Members who participate and/or request to opt out of the Settlement.

Defendants' records shall be presumed correct, unless evidence to the contrary is timely submitted to the Settlement Administrator. Class Members who disagree with Defendant's records of their dates of employment, as presented above, must notify the Settlement Administrator of the dispute and submit documentation to support their claimed dates of employment (such as, without limitation, payroll or time keeping records, paycheck stubs). The dispute must be received by [RESPONSE DEADLINE] or else it will be disregarded and you will be paid according to the dates listed in Defendant's records.

NOTE: A Class Member can only dispute his/her dates of employment if he/she does not exclude himself/herself from the Settlement. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Parties shall engage in a good faith effort to reach an agreement as to whether a workweek adjustment for the Class Member is warranted and, if the Parties are unable to reach an agreement, the determination

of the Settlement Administrator shall be deemed final.

The parties have agreed that twenty percent (20%) of each Class Member's settlement payment shall be treated as wages (reported on IRS Form W-2) and eighty percent (80%) as interest and penalties (reported on IRS Form 1099). The employee's share of payroll taxes (FICA, EDD) shall be withheld from the W2 wage payment but the employer's share shall be paid by Defendants in addition to and outside of this Settlement.

7. What am I giving up?

If the Settlement is approved then Plaintiffs and each member of the Settlement Class who does not submit a Request for Exclusion (defined in response to Question 10 below) will release Defendants LAPTALO ENTERPRISES, INC. dba JL Precision, MICHAEL LAPTALO, and each of their respective current and former parents, subsidiaries, predecessors and successors, co-employers, and affiliated entities, and each of its respective officers, directors, employees, partners, shareholders, and agents, and any other successors, assigns, or legal representatives (collectively, the "Released Parties") from those wage and hour class claims which were alleged in the operative Complaint or that could be brought based on the specific factual allegations contained therein ("Released Claims"). The Released Claims include: (1) Failure to Pay All Wages (Labor Code §§ 510, 1194, 1197); (2) Failure to Provide Meal or Rest Periods or to Pay Meal and Rest Period Premiums (Labor Code §§ 226.7 and 512); (3) Failure to Pay Wages On Termination (Labor Code Section 203); (4) Failure to Provide Accurate Itemized Wage Statements (Cal. Labor Code Section 226); (5) Unfair Business Practices (Business & Professions Code § 17200 *et seq.*) to the extent predicated on a Released Claim; and, (6) Recovery Under the Private Attorneys General Act (California Labor Code § 2698 *et seq.*) to the extent predicated on a Released Claim.

The Released Claims do not apply to claims that arise outside the Class Period, claims that arise from work performed in a position other than machinist, machine operator, welder, shipping clerk, or painter; from work performed at any location other than Defendant's factory on Zanker Road, San Jose.

HOW TO GET A SETTLEMENT PAYMENT

8. How do I get a settlement payment?

You need not do anything in order to receive an Individual Settlement Award from this Settlement. If you do not request to be excluded then, provided the Settlement is approved by the Court, you will be sent settlement payment(s) at the address where this Notice was mailed.

Settlement checks will be mailed out in two trenches approximately twelve months apart. NOTE: If too many Class Members fail to cash settlement checks from the second distribution then it is possible there could be a third distribution.

If this was sent to the wrong address, or you move before receiving all settlement checks and tax return documents, then it is very important that you provide a forwarding address to the Settlement Administrator! Otherwise your settlement check(s) and/or your tax return documentation could be sent to the wrong address.

1 **9. When will I get my check?**

2 If approved then Defendants will be required to fund the \$600,000.00 Maximum Settlement
3 Amount in twenty-three monthly installment payments over the course of two years. The first
4 installment of \$100,000.00 will be due paid within 14 days of the Effective Date (defined below)
5 and will be followed by twenty-one equal monthly installment payments of \$22,727.00 and a
6 final monthly installment of \$22,733.00.

7 The “Effective Date” is defined as: (i) in the event of an appeal regarding the trial court’s final
8 approval of the settlement, the date the Court of Appeals or the California Supreme Court has
9 rendered a final ruling affirming the trial court’s final approval of the settlement without material
10 modification; or (ii) in the event that a Settlement Class Member has filed an objection to the
11 Settlement, the date that the deadline for seeking appellate review of the trial court’s final
12 approval of the settlement has passed without the filing of a timely appeal or timely request for
13 review, or (iii) in the event that no Settlement Class Member has filed an objection to the
14 Settlement, the date that the trial court enters a judgment of dismissal or the equivalent. If there
15 are any appeals, resolving them could take some time, so please be patient.

16 If approved by the Court then all payments required by the Settlement will be paid out in two
17 tranches, with the first half being paid within fourteen (14) days of the Settlement Administrator
18 receiving the tenth installment payment (meaning Defendants have paid \$304,543.00 of the
19 Maximum Settlement Amount) and the second half issued within fourteen days of the Settlement
20 Administrator’s receipt of the twenty-third and final installment payment (meaning Defendants
21 have paid the entire Maximum Settlement Amount).

22 Please be advised that you will only have 180 days from the date that the check is issued to cash
23 it. If too many Settlement Members fail to cash their settlement checks from the second
24 distribution then it is possible there could be a third distribution but only to those Settlement
25 Class Members that cashed one or more of the checks from the earlier distributions. This is why it
26 is so important to ensure the Settlement Administrator has your most up to date contact
27 information.

28 **EXCLUDING YOURSELF FROM THE SETTLEMENT**

1 **10. How do I ask the Court to exclude me from the Settlement Class?**

2 If you do not want to participate in the Settlement (“opt-out”), you must complete and send a
3 timely Request for Exclusion form. Settlement Class Members who timely request exclusion will
4 not longer be eligible to receive an Individual Settlement Award but will also not be bound by the
5 release of claims in the Settlement.

6 In order to be valid, your Request for Exclusion must be signed, dated and mailed by First Class
7 U.S. Mail, or the equivalent, postmarked no later than **[+30 days from date of mailing]** to:

8 **INSERT SETTLEMENT ADMINISTRATOR INFO**

9 Requests for Exclusion that do not include all required information and/or that are not timely
10 submitted will be deemed null, void, and ineffective. Settlement Class Members who fail to

1 submit a valid and timely Request for Exclusion on or before the above-specified deadline shall
2 be bound by all terms of the Settlement and any Final Judgment entered in the Action if the
3 Settlement is approved by the Court.

4 **11. If I exclude myself, can I get anything from the settlement?**

5 No. If you exclude yourself now you will not get anything from the Settlement. If you ask to be
6 excluded, you will not get a settlement payment and you will not be bound by the Settlement.

7 **12. If I don't exclude myself, can I sue later?**

8 No. Unless you exclude yourself, you give up the right to sue Defendant for the claims in this
9 lawsuit that are released by the Settlement. You must exclude yourself from the Settlement Class
10 to start or continue your own lawsuit.

11 **THE LAWYERS REPRESENTING YOU**

12 **13. Do I have a lawyer in this case?**

13 The Court has appointed Kevin R. Allen of Allen Attorney Group and Daniel Menendez of the
14 Law Office of Daniel A Menendez as class counsel. They represent the named Plaintiffs and the
15 Settlement Class Members in this lawsuit. Their contact information is listed in Paragraph 21
16 ("Getting More Information").

17 **14. How will the costs of the lawsuit and the settlement be paid?**

18 Subject to Court approval, the Maximum Settlement Amount will be used to pay Class Counsel
19 their actual litigation costs and up to \$210,000.00 in attorneys' fees (i.e., 35% of the Maximum
20 Settlement Amount). It will also be used to pay Plaintiffs up to \$10,000.00 each as a "Class
21 Representative Enhancement Award" for their participation in this lawsuit and for taking on the
22 risk of litigation. The Maximum Settlement Amount will also be used to pay the Settlement
23 Administrator's costs and fees associated with administering the Settlement, estimated at \$16,000

24 The Court may award *less* than these amounts. If lesser amounts are awarded, the difference will
25 be distributed to Settlement Class Members as part of the Net Settlement Amount.

26 **OBJECTING TO THE SETTLEMENT**

27 **15. How do I object to the Settlement?**

28 If you do not think the Settlement is fair then you can tell the court why. This is referred to as an
"objection." In order to ensure the Court reviews your Objection, all written objection, and
supporting papers, should be submitted no later than **[+30 days from mailing]**. You can submit
your written objection via mailed to the Settlement Administrator at the following address. In
order to be timely it must have a U.S. Mail postmark no later than **[+30 days from date of
mailing]**:

Settlement Administrator

[insert info]

A written objection should include the objecting person's full name, current address, and include all objections, with reasons and supporting papers (such as briefs, written evidence, and declarations). Late or incomplete objections may not be considered invalid.

You do not need to file a written objection. Any Class Member, or person purporting to object on behalf of any Class Member, may be received or considered by the Court at the Final Approval Hearing, regardless of whether a written notice of objection is filed or delivered to the Parties.

Any Settlement Class Member who files an objection remains eligible to get paid from the Settlement unless he or she submits a valid Request for Exclusion.

16. What's the difference between objecting and asking to be excluded?

Objecting is simply telling the Court you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Settlement.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the settlement. If you have filed an objection on time you may attend and you may ask to speak, but you don't have to.

17. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing on [insert time/date] in Department 1 at the Superior Court of California for the County of Santa Clara, located at **191 N. First Street, San Jose, California**. The hearing may be moved to a different date and/or time without additional notice. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will only listen to people who have asked to speak at the hearing. The Court will also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

18. Do I have to come to the hearing?

No. Class Counsel will answer any questions the judge may have. But, you are welcome to come at your own expense. If you send a written objection, you don't have to come to Court to talk about it. As long as you mailed/filed your written objection on time, the Court will consider it. You may also pay (at your own expense) another lawyer to attend, but it is not required.

19. May I speak at the hearing?

You do not need to file a written objection in order to appear at the hearing. Any Class Member, or person purporting to object on behalf of any Class Member, may be received or considered by the Court at the Final Approval Hearing, regardless of whether a written notice of objection is

1 filed or delivered to the Parties.

2 **IF YOU DO NOTHING**

3 **20. What happens if I do nothing at all?**

4 If you do nothing, you will bound by the release of claims described in this notice but will not
5 receive an Individual Settlement Award. You must file a timely claim form in order to receive an
6 Individual Settlement Award.

7 **GETTING MORE INFORMATION**

8 **21. How do I get more information?**

9 The above is a summary of the basic terms of the Settlement. For the precise terms and conditions
10 of the Settlement, you may review the detailed “Joint Stipulation Re: Class Action Settlement and
11 Release” which is on file with the Clerk of Court. The pleadings and other records in the Action,
12 including the proposed Settlement, may be examined at any time during regular business hours at
13 the Office of the Clerk of Court for the Superior Court of California, County of Santa Clara, 191
14 North First Street, San Jose, California, 95113. You may also review most of the filings,
15 including the initial complaint, the Motion for Preliminary Approval of the proposed Settlement,
16 and the Settlement itself on the Court’s website which is located at
17 <https://cmportal.sccourt.org/Portal>

18 If you want additional information about the Action and its proceedings, or copies of settlement
19 paperwork, then you may contact Class Counsel:

20 KEVIN R. ALLEN, SBN 237994
21 **ALLEN ATTORNEY GROUP**
22 2121 N. California Blvd., Suite 290
23 Walnut Creek, CA 94596
24 Tel. (925) 695-4913
25 Fax (925) 334-7470
26 kevin@allenattorneygroup.com

DANIEL A. MENENDEZ, SBN 260822
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EXHIBIT B

JL PRECISION SHEET METAL
CLASS LIST

NAME

Abelina Rivera
Adam Poole
Adrienne E Hildenbrand
Alberto J Espinoza
Alex Rodriguez
Alexander Donan
Ana Arangure
Andrew J Pino
Andy Lara
Antonio B Coria
Antonio Maggay Jr.
Auggie Timbol
Aureliano C Del Real
Brett N Ladd
Cang H Tran
Carlito Abero
Celia R Travers
Charles Foronda
Christina M Romero
Daniel C Carroll Jr.
Daniel Cadelina
Daniel R Barnes
Danny E Churches II
David A Reyes
David Gutierrez
Dean A Sendiong
Dean Mauricio
Diem V Tran
Dung N Pham
Edgardo G Dungo
Eduardo B Arciniega
Eduardo C Flores
Eliazar Cruz
Elrick Bui
Elvia Jimenez
Enrique N Cerda
Eric Perez
Errol W Scotland
Feliciano Sanchez
Felipe P Chavez
Fernando Reyes
Floyd Hendren
Francisco J Loera
Francisco Robledo
Frank Alvarez
Fulgencio Gonzales
Gene Duong
George A Delgado
Gerald L Petty
Geryfel M Balora
Gilbert Lusung
Glenn Lusung

Godfrey Gali
Hai H Nguyen
Hao Tran
Hector Tello
Hiram Lovera
Hoa D Nguyen
Hong Doan
Humberto Albarenga
Humberto Solis
Hung Q Bui
Huy T Dang
Ian J Banez
Ignacio Cerda
Ignacio Serrano
Isidro Lorenzo III
Jacinto Salvador
Jaime Herrera
Jaime V Sandoval
Jan V Alcantara
Jan Vincent Torres
Javier Z Graciano
Jayson Gasmin
Jhomel Perez
Joey Gasmin
Joey Sim
John M Mendoza
Johnny R Zamora
Jomar F Palattao
Jorge Arellano
Jose A Jaramillo
Jose C Lopez
Jose Del Real
Jose Gonzalez
Jose Villa-Calvillo
Joseph A Diaz
Joseph Y Magbag
Juan Agraz
Juan C Ramirez
Juan Mendoza
Juan Romero
Julian M LaRocca
Julius R Bactad
Keshia Eleazar
Kevin J Orellana
Kevin Nguyen
Lam V Nguyen
Leonardo F Garcia
Lodendorf Cativo
Lucero Carrillo-Sandoval
Luis A Sandoval
Luis Dela Cruz
Luis Hernandez
Marco A Ramos
Maria Arreguin
Maria Del Rocio Lopez
Maria E Gonzales

Maria Irene Linares
Maria Isabel Gonzalez-Mato
Maria Teresita R Santos
Mark Angelo B Dungo
Mark Anthony Taa
Medel Seguritan
Miguel Verduzco
Norma Sanchez
Paul Yum
Pedro Pantoja
Pepito V Dela Cruz Jr.
Phat Hung
Phi Cong Nguyen
Rafael Morales
Ranilo G Dungo
Ricardo Nevarez
Richard Agpoon
Richard V Aramburo
Richard V Molano
Rick Leung
Robert D Weiss
Rodel Y Poblete
Roger Jimenez
Ronald Balanag
Ronald L Anaya
Ronnell A Cadilena
Rowell O Oriente
Ruben Salinas
Rudolf J Garcia
Ryan J Haralson
Sailesh Sharma
Saqib J Chowdhry
Sergio Villalobos
Son H Vo
Tam Ngu
Teodolo G Espiritu
Teofilin Cruz
Tieng V Tran
Tomislav Turkalj
Tuan V Ngo
Tyler Pulizzi
Victor E Blanco Jr.
Victor Hugo Fernandez
Victor Ricardo Bernal Duarte
Vince S Rodriguez
Vincent Salvatore
Wagner F Salazar
Zvonko Marcelic