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

ANTONIO ANDRADE and JUAN MANUEL
CAMACHO CRUZ, individuals on behalf of
themselves, the State of California, as private
attorneys general, and on behalf of all others
similarly situated,

Plaintiffs,

v.

UNITED STATES PIPE AND FOUNDRY
COMPANY, LLC, an Alabama Limited
Liability Company; and DOES 1 TO 50,

Defendants.

Case No.: 22CV015454

**Amended Settlement Agreement and
Release of Class Action**

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SETTLEMENT AGREEMENT AND RELEASE OF CLASS ACTION

This Settlement Agreement and Release of Class Action (“Settlement Agreement”) is made and entered into by: **(1)** Plaintiffs Antonio Andrade and Juan Manuel Camacho Cruz (collectively “Plaintiffs”), individually and in their representative capacity on behalf of the Settlement Class, as defined below, and as private attorneys general on behalf of the State of California; and **(2)** Defendant United States Pipe and Foundry Company, LLC (“Defendant”). Plaintiffs and Defendant are collectively referred to herein as the “Parties.” This Settlement Agreement is subject to the approval of the Court, pursuant to California Rules of Court, rule 3.769, subdivisions (c), (d), and (e), and is made for the sole purpose of attempting to consummate settlement of the action on a class-wide basis subject to the following terms and conditions. As detailed below, if the Court does not enter an order granting final approval of this Settlement Agreement or the conditions precedent are not met for any reason, this Settlement Agreement is void and of no force or effect whatsoever.

1. DEFINITIONS

As used in this Settlement Agreement, the following terms shall have the meanings specified below. To the extent terms or phrases used in this Settlement Agreement are not specifically defined below, but are defined elsewhere in this Settlement Agreement, they are incorporated by reference into this definition section.

1.1. ACTION

“Action” shall mean the following civil action: *Antonio Andrade, et al. v. United States Pipe and Foundry Company, LLC*, case number 22CV015454, currently pending before the Superior Court of the State of California for the County of Alameda.

1.2. ADMINISTRATIVE EXPENSES

“Administrative Expenses” shall include all costs and expenses associated with and paid to the third-party settlement administrator, which are estimated not to exceed \$11,500.00.

1.3. APPLICABLE WAGE ORDERS

“Applicable Wage Orders” shall mean the California Industrial Welfare Commission (“IWC”) Wage Orders applicable to the facts of this case, including IWC Wage Orders 1-2001 and 9-2001 and others that may be applicable. (Cal. Code of Regs., tit. 8, §§ 11010, 11090.)

1 **1.4. CLAIMS**

2 “Claims” shall mean the claims asserted in the Action.

3 **1.5. CLASS ATTORNEY FEES AND EXPENSES**

4 “Class Attorney Fees and Expenses” shall mean the portion of the Gross Settlement Amount
5 attributable to attorney fees and litigation expenses. The Parties agree that the fee-portion of the Class
6 Attorney Fees and Expenses shall be up to one-third of the Gross Settlement Amount (i.e.,
7 \$616,666.67), as approved by the Court, and the award of costs and expenses shall be up to an
8 additional \$15,000.00. If the Escalator Provision described below is triggered so as to increase the
9 Gross Settlement Amount, the Parties agree that the fee portion of the Class Attorney Fees and
10 Expenses will increase proportionally such that the total amount of attorneys’ fees remains one-third
11 of the Gross Settlement Amount *after* the upward adjustment required by the Escalator Provision is
12 implemented.

13 **1.6. CLASS COUNSEL**

14 “Class Counsel” shall mean Jonathan Melmed and Meghan N. Higday of Melmed Law Group
15 P.C.

16 **1.7. CLASS MEMBER**

17 “Class Member” shall mean any person who is a prospective member of the Settlement Class,
18 or, if such person is incompetent or deceased, the person’s legal guardian, executor, heir, or successor-
19 in-interest.

20 **1.8. CLASS NOTICE**

21 “Class Notice” shall mean the *Notice of Proposed Class Action Settlement*, as set forth in the
22 form of **Exhibit 1** attached hereto, or as otherwise approved by the Court, which is to be mailed to
23 Class Members along with the Share Form.

24 **1.9. CLASS PARTICIPANTS**

25 “Class Participants” shall mean all Class Members who do not timely request exclusion from
26 the Class Settlement.

1 **1.10. CLASS PERIOD**

2 “Class Period” shall mean the period from August 2, 2018, through the date of preliminary
3 approval of the settlement.

4 **1.11. CLASS REPRESENTATIVES**

5 “Class Representatives” shall mean Plaintiffs Antonio Andrade and Juan Manuel Camacho
6 Cruz.

7 **1.12. CLASS SETTLEMENT**

8 “Class Settlement” shall mean the settlement embodied in this Settlement Agreement, which is
9 subject to Court approval.

10 **1.13. COMPLAINT**

11 “Complaint” shall mean the currently-operative complaint in the Action.

12 **1.14. COURT**

13 “Court” shall mean the Superior Court of the State of California for the County of Alameda.

14 **1.15. DEFENDANT**

15 “Defendant” shall mean Defendant United States Pipe and Foundry Company, LLC.

16 **1.16. DEFENSE COUNSEL**

17 “Defense Counsel” shall mean the attorneys representing Defendant.

18 **1.17. EFFECTIVE DATE**

19 “Effective Date” shall be the date when all of the following events have occurred: **(a)** this
20 Settlement Agreement has been executed by all Parties and by Class Counsel and Defense Counsel;
21 **(b)** the Court has given preliminary approval to the Class Settlement; **(c)** notice has been given to the
22 Settlement Class providing them with an opportunity to request exclusion from the Class Settlement;
23 **(d)** the Court has held a Final Approval and Fairness Hearing and entered a final order and judgment
24 certifying the Settlement Class and approving this Settlement Agreement; and **(e)** the later of the
25 following events: **(i)** the expiration of the period for filing any appeal, writ, or other appellate
26 proceeding opposing the Class Settlement has elapsed without any appeal, writ, or other appellate
27 proceeding having been filed; **(ii)** the dismissal of any appeal, writ, or other appellate proceeding
28 opposing the Class Settlement with no right to pursue further remedies or relief; or **(iii)** any appeal,

writ, or the issuance of such other final appellate order upholding the Court's final order with no right to pursue further remedies or relief. In this regard, it is the intention of the Parties that the Class Settlement shall not become effective until the Court's order approving the Class Settlement is completely final and there is no further recourse by an appellant or objector who seeks to contest the Class Settlement. If no objections are filed, the Effective Date shall be after steps (a) through (d) are completed (i.e., the date that the court has entered a final order and judgment certifying the Settlement Class and approving this Settlement Agreement).

1.18. EMPLOYEE'S TAXES AND REQUIRED WITHHOLDING

"Employee's Taxes and Required Withholding" shall mean the employee's share of any and all applicable federal, state, or local payroll taxes, including those collected under authority of the Federal Insurance Contributions Act (FICA), the Federal Unemployment Tax Act (FUTA), and/or the State Unemployment Tax Act (SUTA) on the portion of any Class Participant's Individual Settlement Amount that constitutes wages. The Employee's Taxes and Required Withholdings will be withheld from and paid out of the Individual Settlement Amounts paid from the Net Settlement Amount.

1.19. EMPLOYER'S TAXES

"Employer's Taxes" shall mean and refer to Defendant's share of payroll taxes (e.g., Unemployment Insurance, Employment Training Tax, Social Security, and Medicare taxes) that is owed on the portion of any Class Participant's Individual Settlement Amount that constitutes wages. The Employer's Taxes shall be separately paid by Defendant and shall not be paid from the Gross Settlement Amount or Net Settlement Amount.

1.20. FINAL APPROVAL AND FAIRNESS HEARING

"Final Approval and Fairness Hearing" shall mean the final hearing held to ascertain the fairness, reasonableness, and adequacy of the Class Settlement.

1.21. GROSS SETTLEMENT AMOUNT

"Gross Settlement Amount" is the agreed upon non-reversionary settlement amount totaling \$1,850,000.00 to be paid by Defendant in full settlement of the Released Claims and LWDA Released Claims asserted in this case, inclusive of the Administrative Expenses, the Employee's Taxes and Required Withholdings, the Class Attorney Fees and Expenses, the Incentive Awards, and PAGA

1 Payment. Defendant shall separately pay its share of the Employer's Taxes in addition to the Gross
2 Settlement Amount on the portion of each Individual Settlement Amount allocated as wages.

3 **1.22. HEARING ON PRELIMINARY APPROVAL**

4 "Hearing on Preliminary Approval" shall mean the hearing held on the motion for preliminary
5 approval of the Class Settlement.

6 **1.23. INCENTIVE AWARDS**

7 "Incentive Awards" shall mean any additional monetary payment provided to the Class
8 Representatives for their efforts and risks on behalf of the Settlement Class in this Action.

9 **1.24. INDIVIDUAL SETTLEMENT AMOUNT**

10 "Individual Settlement Amount" shall mean the amount which is ultimately distributed to each
11 Class Participant, less any Employee's Taxes and Required Withholdings. The Individual Settlement
12 Amount does not include any portion of the PAGA Payment.

13 **1.25. LWDA RELEASED CLAIMS**

14 "LWDA Released Claims" shall mean those LWDA claims arising out of or related to the
15 allegations set forth in the PAGA notice to the LWDA by Plaintiffs as proxies and agents of the LWDA,
16 which arose during the PAGA Period, including claims for: statutory penalties for violations of Labor
17 Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 256, 510, 512, 1174, 1185, 1194,
18 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2804, pursuant to PAGA (Lab. Code, §§ 2698–
19 2699.6) with the scope of the release to the LWDA's claims being limited to and co-extensive with the
20 scope of the PAGA notice letter.

21 **1.26. NET SETTLEMENT AMOUNT**

22 "Net Settlement Amount" shall mean the Gross Settlement Amount minus: Administrative
23 Expenses; Class Attorney Fees and Expenses; 75% of the share of the Gross Settlement Amount
24 allocated toward penalties pursuant to the Labor Code Private Attorney General Act of 2004
25 ("PAGA"), codified at Labor Code sections 2698 through 2699.6, which are payable to the California
26 Labor and Workforce Development Agency ("LWDA"); and Plaintiffs' Incentive Awards.

1 **1.27. OPT OUT**

2 “Opt Out” shall refer to the process of submitting a timely and valid request for exclusion from
3 the Class Settlement in accordance with the terms of the Class Notice and no later than the Response
4 Deadline.

5 **1.28. OPT-OUTS**

6 “Opt-Outs” shall mean all persons who timely and validly request exclusion from the Class
7 Settlement in accordance with the terms of the Class Notice and no later than the Response Deadline.

8 **1.29. PAGA PAYMENT**

9 “PAGA Payment” means the penalties pursuant to PAGA that the Parties have agreed is a
10 reasonable sum to be paid in settlement of the PAGA claims included in the Action, which is
11 \$100,000.00. The PAGA Payment is to be approved by the Court pursuant to Labor Code section 2699
12 and is to be distributed as follows: seventy-five percent (75%) (i.e., \$75,000.00) to the LWDA and
13 twenty-five percent (25%) (i.e., \$25,000.00) to the PAGA Workers. Class Counsel shall give timely
14 notice of this Settlement Agreement to the LWDA pursuant to Labor Code section 2699, subdivision
15 (l)(2).

16 **1.30. PAGA PERIOD**

17 “PAGA Period” shall mean the period from August 2, 2021, through the date of court approval
18 of the settlement.

19 **1.31. PAGA WORKERS**

20 “PAGA Workers” shall mean all individuals who are or were employed by Defendants as non-
21 exempt employees in California during the PAGA Period. At the time of the mediation, Defendant
22 represented that the PAGA Workers consists of approximately 378 employees that worked a total of
23 approximately 29,669 pay periods during the PAGA Period.

24 **1.32. PARTIES**

25 “Parties” shall mean Plaintiffs and Defendant.

26 **1.33. PLAINTIFFS**

27 “Plaintiffs” shall mean Plaintiffs Antonio Andrade and Juan Manuel Camacho Cruz.
28

1.34. PRELIMINARY APPROVAL DATE

“Preliminary Approval Date” shall mean the date upon which the Court enters an order preliminarily approving this Settlement Agreement.

1.35. RELEASED CLAIMS

“Released Claims” shall mean those claims arising out of or related to the allegations set forth in the Complaint and/or PAGA notice to the LWDA, which arose during the Class Period, including claims for: **(1)** failure to pay minimum wage for all hours worked in violation of Labor Code sections 204, 218.5, 1194, 1194.2, 1197, and 1198, the Applicable Wage Orders, and Code of Civil Procedure section 1021.5; **(2)** failure to pay proper overtime wages in violation of Labor Code sections 204, 510, 1194, 1197, and 1198, and the Applicable Wage Orders; **(3)** failure to pay all accrued vacation time in violation of Labor Code section 201, 202, 218.5, and 227.3; **(4)** failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code section 226.7 and the Applicable Wage Orders; **(5)** failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512, the Applicable Wage Orders, and Civil Code sections 3287 and 3289; **(6)** failure to maintain accurate employment records in violation of Labor Code section 1174; **(7)** failure to pay timely wages during employment in violation of Labor Code sections 204, 210, 216, and 218.5; **(8)** failure to pay all wages due and owing at separation in violation of Labor Code sections 201, 202, and 203; **(9)** failure to reimburse business expenses in violation of Labor Code sections 2802 and 2804; **(10)** failure to provide complete and accurate wage statements in violation of Labor Code sections 226 and 226.3; **(11)** deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation of California’s Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210); and **(12)** all claims for liquidated damages, penalties, interest, fees, costs based on the foregoing.

No other claims are released other than those claims specifically plead in the Complaint or otherwise specifically identified herein. This Settlement Agreement will not release any person, party, or entity from claims, if any, by Class Members for workers compensation, unemployment, or disability benefits of any nature. Nor does it release any claims, actions, or causes of action which may be possessed by Class Members under state or federal discrimination statutes, including, without

1 limitation, the California Fair Employment and Housing Act (Gov. Code, §§ 12900–12996); the Unruh
2 Civil Rights Act (Civ. Code, § 51); the California Constitution; Title VII of the Civil Rights Act of
3 1964 (42 U.S.C. § 2000, et seq.); the Americans with Disabilities Act (42 U.S.C. § 12101, et seq.); the
4 Employee Retirement Income Security Act of 1974 (29 U.S.C. § 1001 et seq.); and all of their
5 implementing regulations and interpretive guidelines.

6 **1.36. RELEASED PARTIES**

7 “Released Parties” shall mean Defendant and all of Defendant’s subsidiaries, affiliates,
8 shareholders, members, agents, predecessors, successors, and assigns.

9 **1.37. RELEASING PARTIES**

10 “Releasing Parties” shall mean every Class Participant and all persons purporting to act on their
11 behalf or purporting to assert a claim under or through them, including, but not limited to, their
12 dependents, heirs, assigns, beneficiaries, devisees, legatees, executors, administrators, agents, trustees,
13 conservators, guardians, personal representatives, and successors-in-interest, whether individual, class,
14 representative, legal, equitable, direct or indirect, or any other type or in any other capacity.

15 **1.38. RESPONSE DEADLINE**

16 “Response Deadline” shall mean the date forty-five (45) days following the date on which the
17 Settlement Administrator first mails Class Notice to the Class Members and the last day on which Class
18 Members may submit a request for exclusion and/or objection to Class Settlement.

19 **1.39. SETTLEMENT ADMINISTRATOR**

20 “Settlement Administrator” shall mean Phoenix Settlement Administrators (or other
21 administrator agreed on by the parties) which the Parties have agreed will be responsible for
22 administration of the Class Settlement and related matters.

23 **1.40. SETTLEMENT CLASS**

24 “Settlement Class” shall mean all individuals who are or were employed by Defendants as non-
25 exempt employees in California during the Class Period. At the time of the mediation, Defendant
26 represented that the Settlement Class consists of approximately 655 Class Members that worked a total
27 of approximately 64,841 workweeks during the Class Period.
28

1.41. SHARE FORM

“Share Form” shall mean the *Class Action Settlement Share Form*, as set forth in the form of **Exhibit 2** attached hereto, or as otherwise approved by the Court, which is to be mailed to Class Members along with the Class Notice.

2. FACTUAL AND PROCEDURAL BACKGROUND

2.1. PLAINTIFFS’ CLAIMS

Plaintiffs, individually and in their representative capacity on behalf of the Settlement Class, and as private attorneys general on behalf of the State of California, have alleged the following violations: **(1)** failure to pay minimum wage for all hours worked in violation of Labor Code sections 204, 218.5, 1194, 1194.2, 1197, and 1198, the Applicable Wage Orders, and Code of Civil Procedure section 1021.5; **(2)** failure to pay proper overtime wages in violation of Labor Code sections 204, 510, 1194, 1197, and 1198, and the Applicable Wage Orders; **(3)** failure to pay all accrued vacation time in violation of Labor Code section 201, 202, 218.5, and 227.3; **(4)** failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code section 226.7 and the Applicable Wage Orders; **(5)** failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512, the Applicable Wage Orders, and Civil Code sections 3287 and 3289; **(6)** failure to maintain accurate employment records in violation of Labor Code section 1174; **(7)** failure to pay timely wages during employment in violation of Labor Code sections 204, 210, 216, and 218.5; **(8)** failure to pay all wages due and owing at separation in violation of Labor Code sections 201, 202, and 203; **(9)** failure to reimburse business expenses in violation of Labor Code sections 2802 and 2804; **(10)** failure to provide complete and accurate wage statements in violation of Labor Code sections 226 and 226.3; **(11)** deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation of California’s Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210); and **(12)** statutory penalties for violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 256, 510, 512, 1174, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2804 pursuant to PAGA (Lab. Code, §§ 2698–2699.6).

2.2. DISCOVERY, INVESTIGATION, RESEARCH, AND MEDIATION

Class Counsel has conducted significant informal discovery during the prosecution of the Action. This discovery, investigation, and prosecution has included, among other things, **(a)** over a dozen telephonic conferences with Plaintiffs; **(b)** inspection and analysis of hundreds of pages of documents and other information produced by Plaintiffs and Defendant; **(c)** analysis of employment data from a sample of Class Members; **(d)** an analysis of the legal positions taken by Defendant; **(d)** investigation into the viability of class treatment of the claims asserted in the Action; **(e)** analysis of potential class-wide damages, including information sufficient to understand Defendant's potential defenses to Plaintiffs' claims; **(f)** research of the applicable law with respect to the claims asserted in the Complaint and the potential defenses thereto; and **(g)** assembling and analyzing of data for calculating damages.

Class Counsel and the Class Representatives have vigorously prosecuted this case, and Defendant has vigorously contested it. The Parties have engaged in sufficient investigation and discovery to assess the relative merits of the claims of the Class Representatives and of the defenses to them. After such discovery, investigation, and prosecution, the Parties attended a full-day mediation with an experienced employment law mediator, named Steve Pearl, Esq., which culminated in a settlement in principle, the terms of which are elaborated in this Settlement Agreement.

2.3. ALLEGATIONS OF THE CLASS REPRESENTATIVES AND BENEFITS OF CLASS SETTLEMENT

The document and data exchange in this matter, as well as discussions between counsel, have been adequate to give the Class Representatives and Class Counsel a sound understanding of the merits of their positions and to evaluate the value of the claims of the Settlement Class. The informal discovery conducted in this Action and the information exchanged by the Parties through pre-mediation discussions are sufficient to reliably assess the merits of the Parties' respective positions and to compromise the issues on a fair and equitable basis.

The Class Representatives and Class Counsel believe that the claims, causes of action, allegations, and contentions asserted in the Action have merit. However, the Class Representatives and Class Counsel recognize and acknowledge the expense and delay of continued lengthy proceedings

1 necessary to prosecute the Action against Defendant through trial and through appeals. Class Counsel
2 has taken into account the uncertain outcome of the litigation, the risk of continued litigation in complex
3 actions such as this, as well as the difficulties and delays inherent in such litigation, and the potential
4 difficulty of obtaining certification of the Settlement Class as well as trying the claims of the class.
5 Class Counsel is mindful of the potential problems of proof under, and possible defenses to, the claims
6 alleged in the Action.

7 The Class Representatives and Class Counsel believe that the settlement set forth in this
8 Settlement Agreement confers substantial benefits upon Plaintiffs and the Settlement Class and that an
9 independent review of this Settlement Agreement by the Court in the approval process will confirm
10 this conclusion. Based on their own independent investigation and evaluation, Class Counsel has
11 determined that the settlement set forth in this Settlement Agreement is in the best interests of Plaintiffs
12 and the Class Members.

13 **2.4. DEFENDANT'S DENIALS OF WRONGDOING AND LIABILITY**

14 Defendant has denied and continues to deny all allegations, claims, and contentions alleged by
15 Plaintiffs in the Action. Defendant has expressly denied and continues to deny all charges of
16 wrongdoing or liability against it arising out of any of the conduct, statements, acts, or omissions
17 alleged in the Action. Defendant contends that it complied with California and federal wage and hour
18 laws and has dealt legally and fairly with Plaintiffs and the Class Members.

19 Defendant further denies that, for any purpose other than settling this Action, these claims are
20 appropriate for class or representative treatment. Nonetheless, Defendant has concluded that further
21 proceedings in the Action would be protracted and expensive and that it is desirable that the Action be
22 fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement
23 Agreement to dispose of burdensome and protracted litigation, to permit the operation of Defendant's
24 respective businesses without further expensive litigation and the distraction and diversion of their
25 personnel with respect to matters at issue in the Action. Defendant has also taken into account the
26 uncertainty and risks inherent in any litigation, especially in complex cases such as the Action.
27 Defendant has, therefore, determined that it is desirable and beneficial to it that the Action be settled
28 in the manner and upon the terms and conditions set forth in this Settlement Agreement.

1 **2.5. INTENT OF THE CLASS SETTLEMENT**

2 The Class Settlement set forth herein intends to achieve the following: **(1)** entry of an order
3 approving the Class Settlement; **(2)** entry of judgment of the Action; **(3)** discharge of the Released
4 Parties from liability for any and all of the Released Claims; and **(4)** discharge of Defendant from
5 liability for any and all claims arising out of the Action.

6 **3. CONDITIONAL CERTIFICATION OF THE SETTLEMENT CLASS**

7 For the purposes of this Settlement Agreement and the Class Settlement of this Action only, the
8 Parties agree to conditional class certification of the Settlement Class. Defense Counsel believes this
9 conditional certification is appropriate because the Released Claims and LWDA Released Claims are
10 being compromised without need to establish the elements of those claims on which liability turns. The
11 certification of the Settlement Class shall not constitute, in this or any other proceeding, an admission
12 of any kind by Defendant, including without limitation, that certification of a class for trial purposes is
13 or would be warranted, appropriate or proper; or that Plaintiffs could establish any of the requisite
14 elements for class treatment of any of the claims in the Action.

15 If the Settlement Agreement is not finally approved by the Court, the Effective Date is not
16 achieved, or the Class Settlement is rejected, terminated, or otherwise rendered null and void as set
17 forth herein, then certification of the Settlement Class shall be automatically vacated, shall be void *ab*
18 *initio*, of no force or effect, and shall not constitute evidence or a binding determination that the
19 requirements for certification of a class for trial purposes in this Action or in any other action which
20 have been, are or can be, satisfied. Further, if the Agreement does not reach the Effective Date,
21 Plaintiffs agree that Plaintiffs will not argue, claim, reference, or otherwise raise any preliminary
22 approval of the Settlement Class in connection with any later proceeding before the Court.

23 **4. APPOINTMENT OF CLASS COUNSEL**

24 For purposes of this Settlement Agreement and subject to the Court's approval, the Parties agree
25 to the appointment of Class Counsel as counsel for the Settlement Class and the effectuation of the
26 Class Settlement pursuant to this Settlement Agreement.

1 **5. CONSIDERATION**

2 **5.1. SETTLEMENT AMOUNT**

3 The Parties agree to settle this Action for the Gross Settlement Amount of \$1,850,000.00. There
4 shall be no reversion to Defendant. Defendant shall pay the Gross Settlement Amount in full. The Gross
5 Settlement Amount and other actions and forbearances taken by Defendant shall constitute adequate
6 consideration for the Class Settlement and will be made in full and final settlement of: the Released
7 Claims, the LWDA Released Claims, the Class Attorney Fees and Expenses, Administrative Expenses,
8 the Incentive Awards, and any other obligation of Defendant under this Settlement Agreement (other
9 than the Employer's Taxes on the portion of the Net Settlement Amount allocated to the payment of
10 wages).

11 After the Court issues an order preliminarily approving this Class Settlement, the Settlement
12 Administrator will distribute the Class Notice to the Class Members, which shall describe the terms of
13 the Class Settlement and procedures to Opt Out, object, or participate in the Class Settlement as well
14 as the Share Form, which shall identify the Class Member, the number of workweeks worked by each
15 Class Member ("Workweeks"), as well as the estimated amount of the Individual Settlement Amount
16 the Class Member can expect to receive once the Class Settlement becomes effective on the Effective
17 Date. Class Members shall be given the opportunity to challenge their Workweeks information.

18 **5.2. INCENTIVE AWARDS FOR PLAINTIFFS**

19 Plaintiffs may petition the Court to approve Incentive Awards in an amount up to \$7,500.00 for
20 Antonio Andrade and \$7,500.00 for Juan Manuel Camacho Cruz to acknowledge their efforts on behalf
21 of the Settlement Class in this Action, including assisting in the investigation and consulting with Class
22 Counsel and providing crucial documents to Class Counsel. Defendant shall not oppose any request by
23 Plaintiffs for Incentive Awards in such an amount. Any Incentive Award approved by the Court shall
24 be paid to Plaintiffs from the Gross Settlement Amount and shall be in addition to any distribution to
25 which they may otherwise be entitled as a Class Participants. Any Incentive Award approved by the
26 Court shall not be considered wages, and the Settlement Administrator shall issue to Plaintiffs an IRS
27 Form 1099 reflecting such payment. Plaintiffs shall be responsible for the payment of all taxes with
28

1 respect to any Incentive Award approved by the Court and shall hold Defendant harmless from all
2 liability with regard thereto.

3 **5.3. PAYMENT TO CLASS PARTICIPANTS**

4 Each Class Participant shall be eligible to receive payment of the Individual Settlement
5 Amount, which is a share of the Net Settlement Amount based on the pro rata number of weeks worked
6 by the Class Members during the Class Period as a proportion of all weeks worked by all Class
7 Members. Each Class Participant, including Plaintiffs, shall be responsible for the payment of the
8 Employee's Taxes and Required Withholding with respect to his or her Individual Settlement Amount
9 and shall hold Defendant harmless from any and all liability with regard thereto.

10 **5.4. PAYMENT TO PAGA WORKERS**

11 Each member of the PAGA Workers shall be entitled to receive a portion of the PAGA
12 Payment. The PAGA Payment shall consist of the penalties pursuant to PAGA that the Parties have
13 agreed is a reasonable sum to be paid in settlement of the PAGA claims included in the Action, which
14 is \$100,000.00. The PAGA Payment must be approved by the Court pursuant to Labor Code section
15 2699 and is to be distributed as follows: seventy-five percent (75%) (i.e., \$75,000.00) to the LWDA
16 and twenty-five percent (25%) (i.e., \$25,000.00) to the PAGA Workers. The portion of the PAGA
17 Payment allocated to the PAGA Workers shall be distributed to the PAGA Workers based on the pro
18 rata number of pay periods worked by each particular PAGA Worker during the PAGA Period as a
19 proportion of all pay periods worked by all of the PAGA Workers.

20 **5.5. TAX TREATMENT AND PAYMENT**

21 For the purpose of calculating Employee's Taxes and Required Withholding for the Individual
22 Settlement Amounts for Class Participants (including any payments to the Class Representatives but
23 exclusive of their Incentive Award), the Parties agree that 20% of each Individual Settlement Amount
24 shall constitute payment in the form of wages (and each Class Participant will be issued an IRS Form
25 W-2 for such payment to him or her), and 80% of each Individual Settlement Amount shall constitute
26 penalties and interest (and each Class Participant will be issued an IRS Form 1099 for such payment
27 to him or her). Prior to final distribution, the Settlement Administrator shall calculate the total
28 Employee's Taxes and Required Withholding due as a result of the wage portion of Class Participants'

1 anticipated Individual Settlement Amounts and such actual amount will be deducted from the Net
2 Settlement Amount. Additionally, prior to the funding of the Gross Settlement Amount and final
3 distribution, the Settlement Administrator shall calculate the total Employer's Taxes due on the wage
4 portion of the Class Participants' Individual Settlement Amounts and issue instructions to Defendant
5 to separately fund these tax obligations/withholdings. The Parties understand that Plaintiffs and the
6 Class Participants who receive any payment pursuant to this Settlement Agreement shall be solely
7 responsible for all other individual tax obligations.

8 With respect to the PAGA Payment and any payments made to individual members of the
9 PAGA Workers, all such payments shall be treated as payments owing for penalties and interest thereon
10 and shall not be considered wages. The Settlement Administrator shall issue to members of the PAGA
11 Workers an IRS Form 1099 reflecting such payment. Members of the PAGA Workers shall be solely
12 responsible for the payment of all taxes with respect to any PAGA payments made to them.

13 **5.6. NO EFFECT ON EMPLOYEE BENEFIT PLANS**

14 Neither the Class Settlement nor any amounts paid under the Class Settlement will modify any
15 previously credited hours, days, or weeks of service under any employee benefit plan, policy or bonus
16 program sponsored by Defendant. Such amounts will not form the basis for additional contributions to,
17 benefits under, or any other monetary entitlement under Defendant's sponsored benefit plans, policies,
18 or bonus programs. The payments made under the terms of this Settlement Agreement shall not be
19 applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other
20 form of compensation for the purposes of any of Defendant's benefit plan, policy, or bonus program.
21 Defendant retains the right to modify the language of its benefits plans, policies, and bonus programs
22 to reflect this intent and to make clear that any amounts paid pursuant to this Settlement Agreement are
23 not for "weeks worked," "weeks paid," "weeks of service," or any similar measuring term as defined
24 by applicable plans, policies, and bonus programs for purpose of eligibility, vesting, benefit accrual, or
25 any other purpose, and that additional contributions or benefits are not required by this Settlement
26 Agreement. Defendant does not consider the Class Settlement payments "compensation" for purposes
27 of determining eligibility for, or benefit accrual within, any benefit plans, policies, or bonus programs,
28 or any other plan sponsored by Defendant.

5.7. CLASS ATTORNEY FEES AND EXPENSES

As part of the motion for final approval of the Class Settlement, Class Counsel may apply for an award of Class Attorney Fees and Expenses with the fee portion not to exceed one-third of the Gross Settlement Amount (i.e., \$616,666.67) and the award of costs and expenses up to an additional \$15,000.00. Defendant agrees to not object to any such fee, cost, or expense application in those amounts.

As a condition of this Class Settlement, Class Counsel has agreed to pursue fees only in the manner reflected by this subsection. Any Class Attorney Fees and Expenses awarded by the Court shall be paid from the Gross Settlement Amount prior to arriving at the Net Settlement Amount and shall not constitute payment to any Class Members. If Class Counsel voluntarily reduces the request for Class Attorney Fees and Expenses or the Court's award of Class Attorney Fees and Expenses is less than set forth above, the Net Settlement Amount shall be recalculated to reflect the actual Class Attorney Fees and Expenses awarded.

The Class Attorney Fees and Expenses approved by the Court shall reflect: **(a)** all work performed and costs and expenses incurred by, or at the direction of, any attorney purporting to represent the Settlement Class through the date of this Settlement Agreement; **(b)** all work to be performed and costs to be incurred in connection with approval by the Court of the Class Settlement; **(c)** all work to be performed and costs and expenses, if any, incurred in connection with administering the Class Settlement through the Effective Date and dismissal of the Action with prejudice; and **(d)** may be based on the "catalyst theory" and/or the "common fund doctrine."

6. SETTLEMENT ADMINISTRATION

6.1. COSTS AND EXPENSES

All costs and expenses due to the Settlement Administrator in connection with its administration of the Class Settlement, including, but not limited to, providing the Class Notice, locating Class Members, processing Opt Out requests and objections, distributing the portion of the PAGA Payment payable to the LWDA, distributing the portion of the PAGA Payment payable to the members of the PAGA Workers, and calculating, administering and distributing Individual Settlement Amounts to the

1 Class Participants and related tax forms, shall be paid from the Gross Settlement Amount, and is not
2 expected to exceed \$11,500.00.

3 **6.2. PAYMENT BY DEFENDANT**

4 Defendant shall deposit the Gross Settlement Amount in a lump sum payment plus the
5 employer-side payroll taxes to the Settlement Administrator within fourteen (14) calendar days of the
6 Effective Date. In no event shall Defendant be obligated to pay or deposit with the Settlement
7 Administrator more than \$1,850,000.00 plus the Employer's Taxes, except where the Escalator
8 Provision is triggered.

9 **7. NOTICE TO CLASS MEMBERS AND CLAIMS ADMINISTRATION PROCESS**

10 **7.1. THE SETTLEMENT ADMINISTRATOR**

11 The Settlement Administrator will be responsible for: mailing the Class Notice and Share Form
12 (**Exhibit 1** and **Exhibit 2**, respectively) to Class Members; posting notice of entry of final order and
13 judgment certifying the Class Settlement and approving this Settlement Agreement; handling inquiries
14 from Class Members concerning the Class Notice; determining Individual Settlement Amounts;
15 determining individual payments to members of the PAGA Workers; maintaining the settlement funds
16 in an appropriate interest-bearing account; preparing, administering, and distributing Individual
17 Settlement Amounts to Class Participants; preparing, administering, and distributing individual
18 payments to members of the PAGA Workers; distributing the portion of the PAGA Payment payable
19 to the LWDA; issuing a final report and performing such other duties as the Parties may direct.
20 Additionally, the Settlement Administrator will handle all tax document preparation and reporting,
21 including state and federal tax forms, if any.

22 On a weekly basis, the Settlement Administrator will provide reports to Class Counsel and
23 Defense Counsel with summary information updating them as to the number of validated and timely
24 objections and Opt Out requests. The Settlement Administrator will serve on Class Counsel and
25 Defense Counsel via e-mail date-stamped copies of the original Opt Out requests and objections no
26 later than seven (7) days after their receipt. The Settlement Administrator will provide Class Counsel
27 with proof of mailing of the Class Notice, without listing individual Class Member names which the
28

1 Settlement Administrator will file with the Court at the time Class Counsel files its motion in support
2 of the Court's Final Approval and Fairness Hearing.

3 No later than thirty (30) days prior to the Final Approval and Fairness Hearing, the Settlement
4 Administrator will compile and deliver to Class Counsel and Defense Counsel a report with summary
5 information regarding: **(a)** the total amount of final Individual Settlement Amounts of each Class
6 Participant, without any identifying personal information; **(b)** the number of Class Participants to
7 receive such payments, and **(c)** the final number of Opt-Outs and objections.

8 Administrative Expenses are not anticipated to exceed \$11,500.00. Prior to the calculation and
9 distribution of the Individual Settlement Amounts, the Settlement Administrator shall calculate the
10 total Administrative Expenses through the conclusion of their services and such actual amount will be
11 deducted from the Gross Settlement Amount prior to the final calculation of the Individual Settlement
12 Amounts.

13 **7.2. NOTICE TO CLASS MEMBERS**

14 Notice shall be provided to Class Members in the following manner: Within fourteen (14) days
15 after the Preliminary Approval Date, Defendant shall provide the Settlement Administrator with an
16 updated list of Class Members and members of the PAGA Workers containing names, social security
17 numbers, dates of employment, last-known addresses, and phone numbers (the "Database"). The
18 Database shall be marked "Confidential – Settlement Administrator's Eyes Only." Class Counsel shall
19 not receive a copy of this list.

20 Within twenty-eight (28) days following the Preliminary Approval Date, the Settlement
21 Administrator shall determine the number of workweeks worked by each Class Member, populate the
22 data for each Class Member accordingly, and send each Class Member the Class Notice via first-class,
23 United States mail. The Class Notice shall also contain an easily-understood statement alerting the
24 Class Members that, unless they elect to Opt Out of the Class Settlement, the Class Member is releasing
25 and waiving all Released Claims against the Released Parties.

26 The Class Notice will inform Class Members of their estimated share of the settlement and the
27 number of workweeks they worked during the Class Period. Class Members may dispute their
28 workweeks if they believe they worked more weeks in the Class Period than Defendant's records show

1 by submitting information to the Settlement Administrator no later than forty-five (45) days after being
2 mailed the Class Notice and Share Form by the Settlement Administrator, which is the defined
3 Response Deadline. The Settlement Administrator will jointly work with Plaintiffs and Defendant to
4 resolve the dispute in good faith. If Plaintiffs and Defendant cannot agree over the workweeks to be
5 credited, the Settlement Administrator shall make the final decision based on the information presented
6 by the Class Member and Defendant.

7 **7.3. OPT OUT PROCEDURE**

8 Class Members who do not timely Opt Out of the Class Settlement will be deemed to participate
9 in the Class Settlement and shall become Class Participants without having to submit a claim form or
10 take any other action. To Opt Out of the Class Settlement, the Class Member must submit a letter or
11 postcard to the Settlement Administrator by the Response Deadline. The Opt Out request must state
12 the Class Member's name, address, telephone number, and signature. The Opt Out request should state
13 something to the effect of:

14 "I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE
15 *ANTONIO ANDRADE, ET AL. V. UNITED STATES PIPE AND FOUNDRY*
16 *COMPANY, LLC* LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED
17 FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM
18 THE CLASS SETTLEMENT OF THIS LAWSUIT AND WILL NOT BE
19 RELEASING ANY CLAIMS I MIGHT HAVE."
20

21 Any Opt Out request that is not postmarked by the Response Deadline will be invalid. If prior
22 to the Response Deadline any Class Notice mailed to a Class Member is returned as having been
23 undelivered by the United States Postal Service, the Settlement Administrator shall perform a skip trace
24 search and seek an address correction for such Class Members, and a second Class Notice will be sent
25 to any new or different address obtained.

26 It will be presumed that, if an envelope containing the Class Notice has not been returned within
27 thirty (30) days of the mailing, the Class Member received the Class Notice. At least twenty-one (21)
28 days prior to the Final Approval and Fairness Hearing, the Settlement Administrator shall provide Class

1 Counsel and Defense Counsel with a Declaration of Due Diligence and Proof of Mailing with regard
2 to the mailing of the Class Notice and its attempts to locate Class Members. The declaration shall
3 specify the number of Class Members to whom the Class Notice was sent and the number of Class
4 Members to whom the Class Notice was not delivered, as well as information relating to the number
5 of Opt-Outs and objectors. Class Counsel shall file this declaration with the Court.

6 If the Settlement Administrator determines that an Opt Out request returned by a Class Member
7 before the Response Deadline is deficient, then the Settlement Administrator shall mail a deficiency
8 letter to that Class Member identifying the problem. If a Class Member submits both a dispute and an
9 Opt Out request, the Settlement Administrator shall make reasonable attempts to clarify as if the Opt
10 Out request were deficient. If the Class Member fails to cure the deficiency, the Opt Out request shall
11 be disregarded and the claim will be paid, and the Class Member will become bound by the judgment.

12 Class Participants will be bound by the Release of Released Claims set forth in the definition
13 of “Released Claims” provided in this Settlement Agreement.

14 A request to Opt Out of the Class Settlement shall **not** serve to exclude the Class Member from
15 participation in the PAGA Settlement as a PAGA Worker. Opt-Out Class Members shall still be entitled
16 to their share of the PAGA Payment as a PAGA Worker. Class Members who are also PAGA Workers
17 shall have no right or ability to opt out the LWDA as an agent or proxy of the LWDA of the portion of
18 this Settlement Agreement releasing the LWDA Released Claims.

19 **7.4. OBJECTION PROCEDURE**

20 The Class Notice shall inform the Class Members of their right to object to the Class Settlement
21 if they do not Opt Out. Any Class Participants who wish to object to the Class Settlement may submit
22 a written objection to the Settlement Administrator no later than the Response Deadline. Only Class
23 Participants may object to the Settlement. The objection should include the case name and number and
24 must set forth, in clear and concise terms, a statement of the reasons why the objector believes that the
25 Court should find that the proposed Class Settlement is not in the best interest of the Settlement Class
26 and the reasons why the Class Settlement should not be approved, including the legal and factual
27 arguments supporting the objection. If an objector also wishes to appear at the Final Approval and
28 Fairness Hearing, in person or through an attorney, they may do so. The Settlement Administrator will

promptly serve copies of any objection or notice of intention to appear on Class Counsel and Defense Counsel. Class Members wishing to make an objection may appear at the Final Approval and Fairness Hearing, either in person or through a lawyer retained at their own expense.

7.5. NOTICE OF FINAL JUDGMENT

Within seven (7) days after the Court has held a Final and Fairness Approval Hearing and entered a final order certifying the Class for settlement purposes only and approving the Class Settlement, the Settlement Administrator will give notice of judgment to Class Members pursuant to rule 3.771(b) of the California Rules of Court, by posting a copy of said order and final judgment on its website at a web address to be included in the Class Notice.

8. CLASS SETTLEMENT FUNDING AND DISTRIBUTION

8.1. ALLOCATION OF THE GROSS SETTLEMENT AMOUNT

The claims of all Class Members are settled for the Gross Settlement Amount of \$1,850,000.00, which will be allocated as follows:

1. The Administrative Expenses, estimated not to exceed \$11,500.00;
2. Class Counsel's attorney fees not to exceed \$616,666.67;
3. Class Counsel's litigation costs and expenses not to exceed \$15,000.00;
4. The Incentive Awards to Plaintiffs, not to exceed \$15,000.00; and
5. PAGA Payment to LWDA of \$75,000.00.

For purposes of calculating the estimated Individual Settlement Amounts, the Settlement Administrator shall calculate the estimated Net Settlement Amount based on the estimated values provided above prior to sending Notice to the Class Members. Prior to final distribution, the Settlement Administrator shall recalculate the final Net Settlement Amount based on the actual values of the amounts in each category.

8.2. CALCULATION OF THE INDIVIDUAL SETTLEMENT AMOUNTS FOR CLASS PARTICIPANTS

Individual Settlement Amounts to be paid to Class Participants shall be paid from the Net Settlement Amount. The portion of the Net Settlement Amount shall be distributed pro rata on a

1 “checks cashed” basis based on the proportional number of weeks worked by each Class Member
2 during the Class Period.

3 Defendant will provide the Settlement Administrator with any information reasonably
4 necessary to perform the calculation of number of workweeks for each Class Member, and any other
5 reasonably required information the Settlement Administrator requests to perform the calculations
6 required under this Settlement Agreement. Defendant shall have no responsibility for deciding the
7 validity of the Individual Settlement Amounts or any other payments made pursuant to this Settlement
8 Agreement, shall have no involvement in or responsibility for the determination or payment of
9 Employee’s Taxes and Required Withholding, and shall have no liability for any errors made with
10 respect to such Employee’s Taxes and Required Withholding. Although the Settlement Administrator
11 will calculate and pay the standard Employee’s Taxes and Required Withholding on the portion of the
12 Individual Settlement Amounts constituting wages on their behalf, Plaintiffs and Class Participants
13 represent and understand that they shall be solely responsible for any and all tax obligation associated
14 with their respective Individual Settlement Amounts and Incentive Awards.

15 **8.3. CALCULATION OF THE PAYMENTS FOR THE PAGA WORKERS**

16 Each of the PAGA Workers shall be entitled to receive a portion of the PAGA Payment. The
17 PAGA Payment shall consist of the penalties pursuant to PAGA that the Parties have agreed is a
18 reasonable sum to be paid in settlement of the PAGA claims included in the Action, which is
19 \$100,000.00. The PAGA Payment is to be approved by the Court pursuant to Labor Code section 2699
20 and is to be distributed as follows: seventy-five percent (75%) (i.e., \$75,000.00) to the LWDA and
21 twenty-five percent (25%) (i.e., \$25,000.00) to the PAGA Workers.

22 The portion of the PAGA Payment allocated to the PAGA Workers shall be distributed to the
23 PAGA Workers based on the pro rata number of pay periods worked by each particular PAGA Worker
24 during the PAGA Period as a proportion of all pay periods worked by all PAGA Workers during the
25 PAGA Period. Each PAGA Worker, including Plaintiffs, shall be responsible for the payment of the
26 Employee’s Taxes and Required Withholding with respect to their share of the PAGA Payment and
27 shall hold Defendant harmless from any and all liability with regard thereto.
28

1 Defendant will provide the Settlement Administrator with any information reasonably
2 necessary to perform the calculation of number of pay periods worked for each PAGA Worker, and
3 any other reasonably required information the Settlement Administrator requests to perform the
4 calculations required under this Settlement Agreement. Defendant shall have no responsibility for
5 deciding the validity of the individual payment amounts allocated to each member of the PAGA
6 Worker or any other payments made pursuant to this Settlement Agreement, shall have no involvement
7 in or responsibility for the determination or payment of Employee's Taxes and Required Withholding,
8 and shall have no liability for any errors made with respect to such Employee's Taxes and Required
9 Withholding.

10 The PAGA Workers shall be solely responsible for any and all tax obligation associated with
11 their respective shares of the PAGA Payment.

12 **8.4. TIME FOR PAYMENT OF ATTORNEY FEES AND EXPENSES**

13 The Settlement Administrator shall distribute to Class Counsel any attorney fees and expenses
14 approved by the Court no later than twenty-one calendar (21) days after the Effective Date.

15 **8.5. TIME FOR PAYMENT OF INCENTIVE AWARD**

16 The Settlement Administrator shall distribute to Plaintiffs the Incentive Award approved by the
17 Court no later than twenty-one calendar (21) days after the Effective Date.

18 **8.6. TIME FOR PAYMENT OF PAGA PAYMENT TO THE LWDA**

19 The Settlement Administrator shall distribute to the LWDA the portion of the PAGA Payment
20 due to it and approved by the Court no later than twenty-one calendar (21) days after the Effective
21 Date.

22 **8.7. TIME FOR PAYMENT OF TAXES AND REQUIRED WITHHOLDING AND**
23 **INDIVIDUAL SETTLEMENT AMOUNTS**

24 The Settlement Administrator shall make every effort to pay the Employee's Taxes and
25 Required Withholding associated with each Class Participant's Individual Settlement Amount and mail
26 the Individual Settlement Amount to each Class Participant, by first-class United States mail, to the
27 last-known address no later than twenty-one calendar (21) days after the Effective Date. If the
28 Settlement Administrator is not able to do so within the time period set forth above, it shall so inform

1 Class Counsel and Defense Counsel and provide an approximate date by which the Employee's Taxes
2 and Required Withholding shall be paid and the Individual Settlement Amounts will be mailed. Under
3 no circumstances shall the Settlement Administrator distribute checks to Class Participants until all
4 Individual Settlement Amounts have been considered, calculated, and accounted for, and all of the
5 remaining monetary obligations have been calculated and accounted for.

6 Within two hundred ten (210) days of mailing the Individual Settlement Amounts to Class
7 Participants, the Settlement Administrator shall file with the Court and provide to Class Counsel a
8 declaration of payment. If any Class Participant is deceased, payment shall be made payable to the
9 estate of that Class Member and delivered to the executor or administrator of that estate, unless the
10 Settlement Administrator has received an affidavit or declaration pursuant to California Probate Code
11 section 13101, in which case payment shall be made to the affiant(s) or declarant(s).

12 **8.8. NON-CASHED SETTLEMENT CHECKS**

13 Any funds associated with checks that have not been cashed within one hundred eighty (180)
14 days, will become void and the Individual Settlement Amount associated with the uncashed check will
15 be remitted to LWDA which is consistent with Code of Civil Procedure section 384. The Parties agree
16 that this disposition results in no "unpaid residue" within the meaning of California Civil Procedure
17 Code section 384, as the entire Net Settlement Amount will be paid out to Class Participants, whether
18 or not they all cash their Individual Settlement Amount checks. Therefore, Defendant shall not be
19 required to pay any interest on said amount. For the purposes of determining whether Defendant has
20 met their financial obligation to pay the Individual Settlement Payment, Defendant will be deemed to
21 have fulfilled its obligation upon the mailing of the check to the Class Member, regardless of whether
22 such Class Member subsequently negotiates the check.

23 **8.9. DISPUTES REGARDING CLASS MEMBER WORKWEEKS DATA OR** 24 **PAYMENT OF INDIVIDUAL SETTLEMENT SHARES**

25 Class Member Workweeks and the corresponding Individual Settlement Amount shall be
26 calculated using the employment and payroll records of Defendant, which presumptively shall be
27 deemed to be full, complete, and accurate for purposes of this Settlement Agreement. To overcome
28 that presumption, any Class Member objecting to the accuracy of the number of Workweeks or amount

1 of the Individual Settlement Amount must submit documentary evidence, such as pay stubs or other
2 written employment records, to the Settlement Administrator. Each Class Member may dispute the
3 number of Workweeks or their estimated Individual Settlement Amount contained on their Class
4 Notice (“Workweeks Dispute”). Any such Workweeks Dispute must be mailed or faxed to the
5 Settlement Administrator by the Class Member, postmarked or fax-stamped on or before the Response
6 Deadline. The Settlement Administrator shall immediately provide copies of all disputes to counsel for
7 Defendant, shall inform Class Counsel of the dispute without disclosing the identity of the Class
8 Member making the dispute, and shall immediately attempt to resolve all such disputes directly with
9 relevant Class Members with the assistance of Defendant, Defense Counsel, and Class Counsel. If the
10 dispute cannot be resolved, it shall be submitted to the Settlement Administrator for its final, non-
11 appealable decision. The Settlement Administrator shall use its best efforts to resolve all such disputes
12 prior to the Effective Date. If, however, a dispute arises or is not resolved until after the Settlement
13 Amount has been distributed, the initial calculation shall stand (as Defendant shall be under no
14 obligation to pay any amounts in excess of the Gross Settlement Amount under this Settlement
15 Agreement).

16 **9. NULLIFICATION OF THIS SETTLEMENT AGREEMENT**

17 **9.1. NON-APPROVAL OF THIS SETTLEMENT AGREEMENT**

18 The Class Settlement and conditional class certification shall be considered null and void, and
19 neither the Class Settlement, conditional class certification, nor any of the related negotiations or
20 proceedings, shall be of any force or effect, and all Parties to the Class Settlement shall stand in the
21 same position, without prejudice, as if the Class Settlement had been neither entered into nor filed with
22 the Court, if any of the following occur: **(a)** the Court should for any reason fail to approve this
23 Settlement Agreement in the form agreed to by the Parties; **(b)** the Court should for any reason fail to
24 enter a judgment with prejudice of the Action, or **(c)** the approval of the Class Settlement and judgment
25 is reversed, modified, or declared or rendered void. Notwithstanding the foregoing, the Parties may
26 attempt in good faith to cure any perceived defects in this Settlement Agreement to facilitate approval.
27
28

1 **9.2. THE PARTIES' RIGHTS TO VOID CLASS SETTLEMENT; ESCALATOR**
2 **PROVISION**

3 If 10% or more members of the Settlement Class timely submit Opt Out requests, Defendant
4 shall have the right (but not the obligation) to void this Settlement Agreement. If the number of
5 workweeks is greater than 10% above that represented by Defendant, as described above, then the
6 portion of the GSA attributable to non-PAGA claims (i.e., the GSA less the PAGA penalties) shall be
7 increased proportionately for each additional Workweek above the 10% buffer.

8 **9.3. INVALIDATION**

9 Invalidation of any material portion of this Settlement Agreement shall invalidate the Class
10 Settlement in its entirety, unless the Parties subsequently agree in writing that the remaining provisions
11 of the Class Settlement are to remain in full force and effect.

12 **9.4. STAY ON APPEAL**

13 If a timely appeal from the approval of the Class Settlement and judgment, the judgment shall
14 be stayed, and Defendant shall not be obligated to fund the Gross Settlement Amount or take any other
15 actions required by this Settlement Agreement until all appeal rights have been exhausted by operation
16 of law.

17 **10. MOTIONS FOR COURT APPROVAL**

18 **10.1. PRELIMINARY APPROVAL**

19 As soon as practicable after execution of this Settlement Agreement, Class Counsel will submit
20 this Settlement Agreement to the Court along with a Motion for Preliminary Approval of the Class
21 Settlement. Each party shall cooperate to present the Class Settlement to the Court for preliminary
22 approval in a timely fashion.

23 **10.2. FINAL APPROVAL**

24 The Final Approval and Fairness Hearing shall be held before the Court. At the Final Approval
25 and Fairness Hearing, Plaintiffs shall move the Court for the entry of the final order certifying the
26 Settlement Class for settlement purposes only and approving the Class Settlement as being fair,
27 reasonable, and adequate to the Class Participants within the meaning of California Rules of Court,
28 Rule 3.769, subdivisions (c), (d) and (e), and for the entry of a final judgment of the Action consistent

1 with the terms of the Class Settlement and rule 3.769, subdivision (h), of the California Rules of Court.
2 Class Counsel and Defense Counsel shall submit to the Court such pleadings and/or evidence as may
3 be required for the Court's determination.

4 **11. RELEASES AND WAIVERS**

5 **11.1. RELEASE OF CLAIMS BY THE SETTLEMENT CLASS**

6 Upon the Effective Date, the Releasing Parties shall be deemed to each release the Released
7 Parties, and each of them, of and from any and all Released Claims arising during the Class Period. It
8 is the desire of the Parties and the Releasing Parties to fully, finally, and forever settle, compromise,
9 and discharge the Released Claims. Each of the Releasing Parties, including each Class Participant,
10 will be bound by the release of Released Claims as a result of the Class Settlement and to the terms of
11 the final judgment and the satisfaction of such judgment.

12 Class Participants will be deemed to have acknowledged and agreed that their claims for wages
13 and/or penalties in the Action are disputed, and that their Individual Settlement Amount constitutes
14 payment of all sums allegedly due to them. Class Participants will be deemed to have acknowledged
15 and agreed that California Labor Code section 206.5 is not applicable to the Individual Settlement
16 Amount. That section provides in pertinent part as follows:

17 "An employer shall not require the execution of a release of a claim or right on account
18 of wages due, or to become due, or made as an advance on wages to be earned, unless
19 payment of those wages has been made."

20 **11.2. RELEASE OF CLAIMS BY THE LWDA**

21 Upon the Effective Date, Plaintiffs, as proxies and agents of the Labor & Workforce
22 Development Agency ("LWDA") shall be deemed to each release the Released Parties, and each of
23 them, of and from any and all LWDA Released Claims arising during the PAGA Period. It is the desire
24 of the Parties and the Plaintiffs, as proxies and agents of the LWDA to fully, finally, and forever settle,
25 compromise, and discharge the LWDA Released Claims. The LWDA Released Claims is limited to
26 the scope of Plaintiff's PAGA Notice Letter filed by Plaintiffs in this Action. The LWDA, through
27 Plaintiffs, as proxies and agents of the LWDA, will be bound by the release of LWDA Released Claims
28

as a result of the PAGA Settlement and to the terms of the final judgment and the satisfaction of such judgment.

11.3. RELEASE OF CLAIMS BY PLAINTIFFS

Plaintiffs, on behalf of themselves and their respective dependents, heirs and assigns, beneficiaries, devisees, legatees, executors, administrators, agents, trustees, conservators, guardians, personal representatives, and successors-in-interest, whether individual, class, representative, legal, equitable, direct or indirect, or any other type or in any other capacity, shall and does hereby forever release, discharge and agree to hold harmless the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorney fees and costs), known or unknown, at law or in equity, which they may now have or may have after the signing of this Settlement Agreement, arising out of or in any way connected with their employment with Defendant including, the Released Claims, claims that were asserted or could have been asserted in the Complaint, and any and all transactions, occurrences, or matters between the Parties occurring prior to the date this Settlement Agreement is fully executed. Without limiting the generality of the foregoing, this release shall include, but not be limited to, any and all claims under: **(a)** the Americans with Disabilities Act; **(b)** Title VII of the Civil Rights Act of 1964; **(c)** the Civil Rights Act of 1991; **(d)** 42 U.S.C. § 1981; **(e)** the Age Discrimination in Employment Act; **(f)** the Fair Labor Standards Act; **(g)** the Equal Pay Act; **(h)** the Employee Retirement Income Security Act, as amended; **(i)** the Consolidated Omnibus Budget Reconciliation Act; **(j)** the Rehabilitation Act of 1973; **(k)** the Family and Medical Leave Act; **(l)** the Civil Rights Act of 1966; **(m)** the California Fair Employment and Housing Act; **(n)** the California Constitution; **(o)** the California Labor Code; **(p)** the California Government Code; **(q)** the California Civil Code; and **(r)** any and all other federal, state, and local statutes, ordinances, regulations, rules, and other laws, and any and all claims based on constitutional, statutory, common law, or regulatory grounds as well as any other claims based on theories of wrongful or constructive discharge, breach of contract or implied contract, fraud, misrepresentation, promissory estoppel, or intentional infliction of emotional distress, negligent infliction of emotional distress, or damages under any other federal, state, or local statutes, ordinances, regulations, rules, or laws. This release is for any

1 and all relief, no matter how denominated, including, but not limited to, back pay, front pay, vacation
2 pay, bonuses, compensatory damages, tortious damages, liquidated damages, punitive damages,
3 damages for pain and suffering, and attorney fees and costs, and Plaintiffs hereby forever releases,
4 discharges and agrees to hold harmless Defendant and the Released Parties from any and all claims for
5 attorney fees and costs arising out of the matters released in this Settlement Agreement.

6 Plaintiffs specifically acknowledge that they are aware of and familiar with the provisions of
7 California Civil Code section 1542, which provides as follows:

8 “A general release does not extend to claims that the creditor or releasing party does not
9 know or suspect to exist in his or her favor at the time of executing the release and that,
10 if known by him or her, would have materially affected his or her settlement with the
11 debtor or released party.”
12

13 Plaintiffs, being aware of California Civil Code section 1542, hereby expressly waives and
14 relinquishes all rights and benefits they may have under section 1542 as well as any other statutes or
15 common law principles of a similar effect. Plaintiffs may hereafter discover facts in addition to or
16 different from those which they now knows or believes to be true with respect to the subject matter of
17 all the claims referenced herein, but agrees that, upon the Effective Date, Plaintiffs shall and hereby
18 does fully, finally, and forever settle and release any and all claims against the Released Parties, known
19 or unknown, suspected or unsuspected, contingent or non-contingent, that were asserted or could have
20 been asserted upon any theory of law or equity without regard to the subsequent discovery of existence
21 of such different or additional facts.

22 **11.4. CIRCULAR 230 DISCLAIMER**

23 Each party to this Settlement Agreement (for purposes of this section, the “Acknowledging
24 Party”; and each party to this Agreement other than the Acknowledging Party, an “Other Party”)
25 acknowledges and agrees that (1) no provision of this Settlement Agreement, and no written
26 communication or disclosure between or among the parties or their attorneys and other advisers, is or
27 was intended to be, nor shall any such communication or disclosure constitute or be construed or be
28 relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31

1 C.F.R. Part 10); **(2)** the Acknowledging Party **(a)** has relied exclusively upon her or its own
2 independent legal and tax advisers for advice (including tax advice) in connection with this Settlement
3 Agreement, **(b)** has not entered into this Settlement Agreement based upon the recommendation of any
4 other party or any attorney or advisor to any other party, and **(c)** is not entitled to rely upon any
5 communication or disclosure by any attorney or advisor to any other party to avoid any tax penalty that
6 may be imposed on the Acknowledging Party; and **(3)** no attorney or advisor to any other party has
7 imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies
8 (regardless of whether such limitation is legally binding) upon disclosure by the Acknowledging Party
9 of the tax treatment or tax structure of any transaction, including any transaction contemplated by this
10 Settlement Agreement.

11 **12. DUTIES OF THE PARTIES**

12 **12.1. MUTUAL FULL COOPERATION**

13 The Parties agree to cooperate fully with one another to accomplish and implement the terms
14 of this Settlement Agreement. Such cooperation shall include, but not be limited to, execution of such
15 other documents and the taking of such other actions as may reasonably be necessary to fulfill the terms
16 of this Settlement Agreement. The Parties shall use their best efforts, including all efforts contemplated
17 by this Settlement Agreement and any other efforts that may become necessary by court order or
18 otherwise, to effectuate this Settlement Agreement and the terms set forth herein. As soon as practicable
19 after execution of this Settlement Agreement, Class Counsel, with the cooperation of Defendant and
20 Defense Counsel, shall take all necessary and reasonable steps to secure the Court's final approval of
21 this Settlement Agreement.

22 **12.2. DUTY TO SUPPORT AND DEFEND THE CLASS SETTLEMENT**

23 The Parties agree to abide by all of the terms of this Settlement Agreement in good faith and to
24 support the Class Settlement fully and to use their best efforts to defend this Class Settlement from any
25 legal challenge, whether by appeal or collateral attack.

26 **12.3. DUTIES PRIOR TO COURT APPROVAL**

27 Class Counsel shall promptly submit this Settlement Agreement to the Court for preliminary
28 approval and determination by the Court as to its fairness, adequacy, and reasonableness. Promptly

1 upon execution of this Settlement Agreement, Class Counsel shall apply to the Court for the entry of a
2 preliminary order scheduling a hearing on the question of whether the proposed Class Settlement
3 should be approved as fair, reasonable, and adequate as to the Class Members, approving as to form
4 and content the proposed Class Notice and Share Form attached hereto as **Exhibit 1** and **Exhibit 2**,
5 respectively, and directing the mailing of the Class Notice to Class Members. While Defendant can
6 reserve its right to object to facts or assertions made in the moving papers, Defense Counsel shall file
7 a notice of non-opposition to the granting of the motion for preliminary approval or join in the motion.

8 12.4 AMENDMENT TO COMPLAINT.

9 The Parties agree to stipulate to allow Plaintiff Antonio Andrade to file a Second Amended
10 Complaint adding Plaintiff Juan Manuel Camacho Cruz as a named Plaintiff to this Action before
11 Plaintiffs file a motion seeking the Court's approval of the Parties' settlement.

12 **13. MISCELLANEOUS PROVISIONS**

13 **13.1. VOIDING THIS SETTLEMENT AGREEMENT**

14 Pending Court approval and other than as provided herein, if any of the conditions set forth in
15 this Settlement Agreement are not met and satisfied, this Settlement Agreement may, at the option of
16 either Plaintiffs or Defendant, be ineffective, void, and of no further force and effect, and may not be
17 used or be admissible in any subsequent proceeding, either in this Court or in any other court or forum.
18 If either Party decides to void the Settlement Agreement, then the Settlement Agreement and
19 conditional class certification shall be considered void, and neither the Settlement Agreement,
20 conditional class certification, nor any of the related negotiations or proceedings, shall be of any force
21 or effect, and the Parties shall stand in the same position, without prejudice, as if this Settlement
22 Agreement had been neither entered into nor filed with the Court. Should any Party choose to void the
23 Class Settlement under this subsection, such Party shall be responsible for all Settlement Administrator
24 fees and costs actually incurred.

25 **13.2. DIFFERENT FACTS**

26 The Parties acknowledge that, except for matters expressly represented herein, the facts in
27 relation to the dispute and all claims released by the terms of this Settlement Agreement may turn out
28 to be different from the facts now known by each party and/or its counsel, or believed by such Party or

1 counsel to be true, and each Party therefore expressly assumes the risk of the existence of different or
2 presently unknown facts, and agrees that this Settlement Agreement shall be in all respects effective
3 and binding despite such difference.

4 **13.3. NO PRIOR ASSIGNMENTS**

5 The Parties represent, covenant, and warrant that they have not directly or indirectly assigned,
6 transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any
7 portion of any liability, claim, demand, action, cause of action, or right herein released and discharged
8 except as set forth herein.

9 **13.4. NON-ADMISSION**

10 Nothing in this Settlement Agreement shall be construed as or deemed to be an admission by
11 any Party of any liability, culpability, negligence, or wrongdoing toward any other Party, or any other
12 person, and the Parties specifically disclaim any liability, culpability, negligence, or wrongdoing
13 toward each other or any other person. Each of the Parties has entered into this Settlement Agreement
14 with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses,
15 and contingencies. Nothing herein shall constitute any admission by Defendant of wrongdoing or
16 liability, or of the truth of any factual allegations in the Action. Nothing herein shall constitute any
17 admission by Defendant regarding the merits of the Claims in this Action, including but not limited to
18 claims for unpaid wages or violations under California or federal law. Nothing herein shall constitute
19 an admission by Defendant that the Action was properly brought as a class or representative action
20 other than for settlement purposes. To the contrary, Defendant has denied and continues to deny each
21 and every material factual allegation and all Claims. To this end, the Class Settlement of the Action,
22 the negotiation and execution of this Settlement Agreement, and all acts performed or documents
23 executed pursuant to or in furtherance of this Settlement Agreement or the Class Settlement are not,
24 shall not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or
25 liability on the part of Defendant or of the truth of any of the factual allegations in the Complaint in the
26 Action; and are not, shall not be deemed to be, and may not be used as, an admission or evidence of
27 any fault or omission on the part of Defendant in any civil, criminal, or administrative proceeding in
28 any court, administrative agency, or other tribunal.

13.5. NON-EVIDENTIARY USE

Neither this Agreement nor any of its terms, nor any statements or conduct in the negotiation or drafting of it, shall be offered or used as evidence by Plaintiffs, any Class Member (including any individual who requested to be excluded from the Settlement Class), Defendant, or its, her, his, or their respective counsel, in the Action, except as is reasonably necessary to effectuate the Settlement Agreement's purpose and terms. This Settlement Agreement may, however, be used by Defendant and the Released Parties to prove or defend against any claim released herein by any Class Member in any judicial, quasi-judicial, administrative, or governmental proceeding.

13.6. MEDIA OR PRESS

Plaintiffs and Defendant, and their respective counsel, recognize, accept, and agree that the Parties to this Settlement Agreement desire that the terms of this Settlement Agreement, the fact of the Class Settlement embodied in this Settlement Agreement, the disposition of the Action, the Action, and all matters relating to the litigation of the Action, including discovery proceedings therein, and evidence obtained during the course of the Action, shall not be discussed with or presented to the media or press.

13.7. NON-RETALIATION

Defendant understands and acknowledges that it has a legal obligation to not retaliate against any Class Member who elects to participate in the Class Settlement or elects to Opt Out of the Class Settlement. Defendant will refer any inquiries regarding this Class Settlement to the Settlement Administrator or Class Counsel and will not discourage Class Members who are employees, directly or indirectly, from making claims, opting out, or objecting to the Class Settlement. None of the Parties, or their respective attorneys or agents, shall solicit or encourage any Class Members, directly or indirectly, to Opt Out of the Class Settlement.

13.8. CONSTRUCTION

The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arms-length, non-collusive negotiations between the Parties and that this Settlement Agreement is not to be construed in favor of or against any party by reason of the extent to which any party or its counsel participated in the drafting of this Settlement Agreement. If any of the dates in this

1 Settlement Agreement fall on a weekend, bank or court holiday, the time to act shall be extended to the
2 next business day.

3 **13.9. GOVERNING LAW**

4 This Settlement Agreement is intended to and shall be governed by the laws of the State of
5 California, without regard to conflict of law principles, in all respects, including execution,
6 interpretation, performance, and enforcement.

7 **13.10. NOTICES**

8 Except for Class Member notices required to be made by the Settlement Administrator, all
9 notices or other communications required or permitted under this Settlement Agreement shall be in
10 writing and shall be sufficiently given if delivered in person to the party or their counsel by U.S.
11 certified mail, postage prepaid, e-mail, facsimile, or overnight delivery addressed to the address of the
12 party appearing in this Settlement Agreement.

13 **13.11. CAPTIONS AND INTERPRETATIONS**

14 Section titles or captions contained herein are inserted as a matter of convenience and for
15 reference only and in no way define, limit, extend, or describe the scope of this Settlement Agreement
16 or any provision thereof.

17 **13.12. MODIFICATION**

18 This Settlement Agreement may not be changed, altered, or modified, except in writing signed
19 by the Parties or the Parties' counsel on their behalf. If preliminary or final approval of this Settlement
20 Agreement has been granted by the Court, then any such amendments or modifications to this
21 Settlement Agreement shall be approved by the Court. This Settlement Agreement may not be
22 discharged except by performance in accordance with its terms or by a writing signed by the Parties.

23 **13.13. INTEGRATION CLAUSE**

24 This Settlement Agreement contains the entire agreement between the Parties relating to the
25 Class Settlement of the Action and the transactions contemplated thereby, and all prior or
26 contemporaneous agreements, understandings, representations, and statements, whether oral or written,
27 and whether by a party or such party's legal counsel, are hereby superseded. No rights under this
28 Settlement Agreement may be waived except in writing as provided above.

13.14. SUCCESSORS AND ASSIGNS

This Settlement Agreement shall be binding on and inure to the benefit of the Parties and Class Members (excluding only persons who timely Opt Out) and their respective present and former heirs, trustees, executors, administrators, representatives, officers, directors, shareholders, agents, employees, insurers, attorneys, accountants, auditors, advisors, consultants, pension plans, welfare benefit plans, fiduciaries, parent companies, subsidiaries, affiliates, related companies, joint ventures, predecessors, successors, and assigns.

13.15. CORPORATE SIGNATORIES

Any person executing this Settlement Agreement or any such related document on behalf of a corporate signatory or on behalf of a partnership hereby warrants and promises, for the benefit of all Parties hereto, that such person has been duly authorized by such corporation or partnership to execute this Settlement Agreement or any such related document.

13.16. EXECUTION IN COUNTERPARTS

This Settlement Agreement shall become effective upon its execution by all of the undersigned. The Parties may execute this Settlement Agreement in counterparts, and execution of counterparts shall have the same force and effect as if all Settling Parties had signed the same instrument.

13.17. ATTORNEY FEES, COSTS, AND EXPENSES

Except as otherwise specifically provided for herein, each party shall bear her or its own attorney fees, costs, and expenses, taxable or otherwise, incurred by them in or arising out of the Action and shall not seek reimbursement thereof from any other party to this Settlement Agreement.

13.18. ACTION TO ENFORCE AGREEMENT

In any suit or court action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover her or its attorney fees and costs.

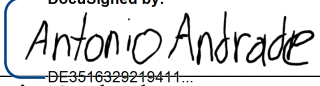
14. EXECUTION

The Parties and their counsel have executed this Settlement Agreement on the date below their signatures or the signature of their representatives. The date of this Settlement Agreement shall be the date of the latest signature.

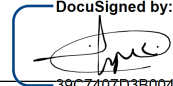
APPROVAL AND EXECUTION BY PARTIES

CLASS REPRESENTATIVES:

Dated: 3/7/2024

DocuSigned by:

DE3516329219411...
Antonio Andrade
Plaintiff and Class Representative

Dated: 3/7/2024

DocuSigned by:

39C7407D3B004E8...
Juan Manuel Camacho Cruz
Plaintiff and Class Representative

DEFENDANT:

Dated: _____

United States Pipe and Foundry Company, LLC

By: _____

Title: _____

APPROVED AS TO FORM BY COUNSEL

CLASS COUNSEL:

Dated: 3/7/2024

Melmed Law Group P.C.


Jonathan Melmed
Meghan N. Higday
Attorneys for Plaintiffs

DEFENDANT'S COUNSEL:

Dated: _____

Fisher & Phillips LLP

Todd B. Scherwin

Drew M. Tate
Attorneys for Defendant

APPROVAL AND EXECUTION BY PARTIES

CLASS REPRESENTATIVES:

Dated: _____

Antonio Andrade
Plaintiff and Class Representative

Dated: _____

Juan Manuel Camacho Cruz
Plaintiff and Class Representative

DEFENDANT:

Dated: 03-12-24

United States Pipe and Foundry Company, LLC

By: NICK NEZAJ

Title: GENERAL COUNSEL

APPROVED AS TO FORM BY COUNSEL

CLASS COUNSEL:

Dated: _____

Melmed Law Group P.C.

Jonathan Melmed
Meghan N. Higday
Attorneys for Plaintiffs

DEFENDANT'S COUNSEL:

Dated: March 12, 2024

Fisher & Phillips LLP

Todd B. Scherwin
Todd B. Scherwin

Drew M. Tate
Attorneys for Defendant