

1 **AMENDEMENT TO STIPULATED SETTLEMENT AGREEMENT**

2 **AND RELEASE OF CLAIMS**

3 **ARTICLE I**

4 Pursuant to Article Section 6.01 of the Stipulated Settlement Agreement and Release of Claims
5 ("Settlement Agreement"), the Parties hereby modify the following provisions of the Settlement
6 Agreement as follows:

7 **ARTICLE II**

8 **DEFINITIONS**

9 h. "Class Released Claims" means all claims arising from or related to the facts and
10 claims alleged in the Actions, or that could have been raised in the Action based on the facts and
11 claims alleged. The Class Released Claims include, all claims for unpaid wages, including, but not
12 limited to, failure to pay minimum wages; failure to pay overtime compensation, double-time
13 compensation, reporting time compensation, and/or interest; missed, late short, or interrupted meal
14 and rest periods, including any claim for any alleged failure to pay premiums for missed, late short
15 or interrupted meal or rest periods, including any claim for any alleged failure to pay premiums for
16 missed, late, short or interrupted meal or rest periods, or to pay such premiums at the regular rate
17 of compensation; inaccurate or otherwise improper wage statements and/or failure to keep or
18 maintain accurate records; unlawful deductions; unlawful payment instruments; any claim for
19 unfair business practices arising out of or related to any or all of the aforementioned claims; any
20 claim for penalties arising out of or related to any or all of the aforementioned claims, including,
21 but not limited to, recordkeeping penalties, wage statement penalties, minimum-wage penalties,
22 and waiting-time penalties and attorneys' fees and costs. The PAGA Released Claims include
23 PAGA Claims asserted during the PAGA Settlement Period of November 13, 2014 through the
24 date of Preliminary Approval. In addition, Participating Class Member will also be deemed to have
25 released his/her claims under Fair Labor Standards Act ("FLSA") as related to the claims asserted
26 in the operative Complaint.

27 i. Deleted and left blank

28 q. "Final Approval Hearing" means the hearing at which Class Members who object to

1 the settlement may be heard on whether the Agreement settling the Action should be approved as fair,
2 reasonable, and adequate; whether the proposed plan of allocation of the Net Settlement Amount
3 should be approved; whether the proposal concerning Representative Plaintiffs' Enhancement should
4 be approved; and whether proposal concerning the application of Class Counsel for attorneys' fees
5 and costs should be approved.

6 r. Deleted and left blank

7 **Section 3.06: Settlement Payment Procedures**

8 a. **Settlement Sum.** In exchange for the releases set forth in this Agreement, Defendant
9 agrees to pay the Gross Settlement Amount. The Gross Settlement Amount includes Class Counsel's
10 attorneys' fees and costs, an Enhancement for Representative Plaintiffs, the Individual Settlement
11 Payments to Participating Class Members, and all costs incurred by the Settlement Administrator.
12 Under no circumstances shall Defendant be required to pay more than the Gross Settlement Amount
13 inclusive payroll taxes as provided for in section f, below.

14 b. **Allocation of Settlement Amount:** In full and complete settlement of the Action and
15 subject to this Settlement being approved by the Court, Defendant shall pay the Gross Settlement
16 Amount into the Qualified Settlement Fund established by the Settlement Administrator, in the
17 amounts specified and on or before the dates set forth in Section 3.06.1 below, to be allocated as
18 follows:

19 c. **Reasonable attorneys' fees and litigation expenses:** Class Counsel has stated they
20 shall request that the Court award them attorneys' fees in an amount not to exceed (\$109,250.00).
21 Class Counsel will request that the Court award them actual costs, subject to Court approval not to
22 exceed \$30,000.00. Defendant has agreed to neither oppose nor comment on the fees and costs
23 request. In the event that the Court awards less than requested amounts in attorney fees and costs, the
24 difference between the amount actually awarded and the amounts requested shall be added to the Net
25 Settlement Amount and distributed to the Class Members in accordance with the procedures set forth
26 herein.

27 The award of reasonable attorneys' fees and costs granted by the Court shall be paid out of the
28 Gross Settlement Amount. Any award of attorneys' fees and costs shall include and satisfy all past

1 and future attorneys' fees and costs incurred to prosecute, settle, and participate in administering the
2 Settlement and the Agreement, including obtaining the Final Approval Order. Defendant shall have
3 no obligation to Class Counsel for any attorneys' fees and costs incurred in prosecuting this Action
4 other than as stated herein.

5 **d. Reasonable expenses of the Settlement Administrator:** The Settlement
6 Administrator shall be paid out of the Gross Settlement Amount and said costs are not to exceed
7 Twenty Thousand Dollars (\$20,000.00) and such payment shall not constitute payment to any
8 Participating Class Member(s).

9 **e. Enhancement to Representative Plaintiffs:** Subject to Court approval,
10 Representative Plaintiffs shall each receive an enhancement not to exceed Five Thousand Dollars
11 (\$5,000.00) each. If the Court does not approve the amount of the enhancement, the Agreement
12 remains in full force and effect. The Enhancement shall be paid by check made payable to the
13 Representative Plaintiff, which shall be delivered by the Settlement Administrator to Class Counsel.
14 The Enhancement shall be paid out of the Gross Settlement Amount and shall not constitute payment
15 to any Participating Class Member(s). Any reduction to the Enhancement Awards to the
16 Representative Plaintiffs by the Court shall be included in the Net Settlement Amount.

17 Because it is the intent of the Parties that the Enhancement represents payment to
18 Representative Plaintiffs for their service to the Class Members, and not wages, the Settlement
19 Administrator shall not withhold any taxes from the Enhancement. The Enhancement shall be reported
20 on a Form 1099, which shall be provided to Representative Plaintiff and to the pertinent taxing
21 authorities as required by law. Although it is the contemplation of the Parties that the Enhancement
22 does not represent wages, the Internal Revenue Service, the California Franchise Tax Board, or some
23 other taxing authority may take the position that some or all of the Enhancements constitute wages for
24 income tax and withholding purposes. Representative Plaintiffs agree to assume the responsibility of
25 remitting to the Internal Revenue Service, the California Franchise Tax Board, and any other relevant
26 taxing authority the amounts required by law, if any, to be withheld by Defendant from the
27 Enhancement paid under this Agreement. In addition, Representative Plaintiffs shall hold Defendant,
28 Released Parties and Class Counsel harmless and indemnify Defendant, Released Parties and Class

1 Counsel for all taxes, interest, penalties, other payments and costs, incurred by Defendant by reason
2 of any claims relating to the non-withholding of taxes from the Enhancement.

3 **f. Payroll Taxes.** Based on business records for each Participating Class Member
4 provided by Defendant to the Settlement Administrator, the Settlement Administrator shall calculate
5 the payroll taxes applicable to the wage portion of the Net Settlement Amount made to each Class
6 Member. The employee share shall be withheld by the Settlement Administrator and paid to the
7 appropriate governmental agencies. The employer share of payroll taxes will be paid by Defendant
8 separate and apart from the Gross Settlement Amount. For purposes of calculating payroll taxes, the
9 Parties agree, for purposes of this Agreement only and for no other purpose that one-third of each Net
10 Settlement Payment shall be considered to be interest, one-third shall be considered wages, and one-
11 third shall be considered other payments.

12 **g. Allocation to Participating Class Members:** The amount remaining from the Gross
13 Settlement Amount after deducting the requested attorneys' fees and litigation costs; Enhancement
14 payment, and the costs incurred by the Settlement Administrator, (the "Net Settlement Amount") shall
15 be distributed to the Class Members as their "Individual Settlement Payments" in accordance with the
16 formula set forth below.

17 **h. Individual Settlement Payments:** The Individual Settlement Payments shall be
18 calculated as follows:

19 **1. Calculation:** The Parties have estimated One Hundred and Fifty One Thousand
20 Dollars (\$151,000.00) as the Net Settlement Amount to settle all Class Members claims covered by
21 the Release. The actual Net Settlement Amount shall be subject to adjustment based on the amount
22 of costs of the Settlement Administrator, the amount of the court approved Enhancement to be paid to
23 Representative Plaintiff, and the amount of the court approved attorneys' fees and costs to Class
24 Counsel. Participating Class Members' Individual Settlement Amount shall be based on a *pro rata*
25 value equal to the Net Settlement Amount multiplied by the ratio of (a) the number of Eligible
26 Workweeks (as defined below) by that Participating Class Member to (b) the total number of Eligible
27 Workweeks worked by all Participating Class Members. If a Class Member opts out of the Settlement,
28 his or her Individual Settlement Payment will be redistributed and paid out to the other Participating

1 Class Members based on the formula stated above.

- 2 i. "Eligible Workweek" means a workweek that occurred during the Class
3 Period and during which a Class Member worked at least one-day as an hourly
4 non-exempt worker for Defendant based on Defendant's payroll records.

5 **2. Challenging Individual Settlement Payment Calculations.**

6 a. **Notice:** The notice from the Settlement Administrator advising the Class Members
7 that the Court has granted Preliminary Approval shall also notify the Class Members that he/she may
8 within sixty (60) days of the mailing of the notice challenge the data maintained by Defendant but not
9 upon the formula approved by the Parties and the Court. Such challenges shall be mailed to the
10 Settlement Administrator postmarked no later than the sixtieth (60th) day after the mailing of the notice
11 or fifteen (15) days from the date the notice is re mailed and the Settlement Administrator shall provide
12 a copy of the challenge and any supporting documentation to counsel for the Parties within ten (10)
13 days thereafter.

14 **Section 5.02: Release of All Claims Relating To The Action**

15 **a. Representative Plaintiff's Individual General Release**

16 As of the date of Judgment, Plaintiffs fully and finally release
17 Defendant for themselves individually, and each of their past, present and future agents,
18 employees, servants, officers, directors, partners, trustees, representatives, shareholders,
19 stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations
20 and/or partnerships (defined as a company/corporation and/or partnership that is, directly or
21 indirectly, under common control with Defendant or any of their parents and/or affiliates),
22 divisions, assigns, predecessors, successors, insurers, consultants, joint ventures, joint
23 employers, affiliates, and alter-egos, and all of their respective past, present and future
24 employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents,
25 subsidiaries, and assigns (collectively, the "Released Parties"), from any and all claims,
26 known and unknown, under federal, state and/or local law, statute, ordinance, regulation,
27 common law, or other source of law, including but not limited to claims arising from or related
28 to their employment with Defendant and/or the termination of their employment ("Plaintiffs'

1 Released Claims"). Plaintiffs' Released Claims include, but are not limited to, all claims
2 asserted in, arising from or related in any way to the Actions, including without limitation any
3 and all claims that could have been asserted as part of the Actions based on the facts alleged.
4 Plaintiffs' Released Claims include all claims for unpaid wages, including, but not limited to,
5 failure to pay minimum wages; failure to pay straight time compensation, overtime
6 compensation, double- time compensation, reporting time compensation, and/or interest;
7 missed, late, short or interrupted meal and/or rest periods, including any claim for any alleged
8 failure to pay premiums for missed, late, short or interrupted meal or rest periods, or to pay
9 such premiums at the regular rate of compensation; reimbursement for business expenses or
10 any other claim that Defendant allowed or required employees to bear any of the costs
11 associated with the operation of Defendant's' business; inaccurate or otherwise improper wage
12 statements and/or failure to keep or maintain accurate records; unlawful deductions; unlawful
13 payment instruments; any claim for unfair business practices arising out of or related to any or
14 all of the aforementioned claims; any claim for penalties arising out of or related to any or
15 all of the aforementioned claims, including, but not limited to, recordkeeping penalties, wage
16 statement penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees
17 and costs. Plaintiffs Released Claims include all claims arising under the California Labor
18 Code (including, but not limited to, sections 200, 201, 201.3, 201.5, 202,203,204,205.5,
19 210,212,216,218,218.5,218.6, 221,222,222.5, 223,224,225,225.5, 226,226.7, 226.8,
20 227.3, 450,510, 511,512,516,558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198,
21 1199, 2698 *et seq.*, 2800 and 2802); all claims arising under the Wage Orders of the
22 California Industrial Welfare Commission; California Business and Professions Code section
23 17200, *et seq.*; the California Civil Code, including but not limited to, sections 3287, 3289,
24 3336 and 3294; 12 CCR§ 11040; 8 CCR§ 11060; California Code of Civil Procedure§
25 1021.5; the California common law of contract; the Fair Labor Standards Act, 29 U.S.C. §
26 201 *et seq.*; federal common law; and the Employee Retirement Income Security Act, 29
27 U.S.C. § 1001, *et seq.* Plaintiffs' Released Claims include any and all claims under the
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1 private Attorneys General Act, Cal. Lab. Code § 2698 *et seq.* ("PAGA"), of any kind,
2 including but not limited to the PAGA claims asserted in the Actions.

3 Plaintiffs' Released Claims also include all claims for lost wages and benefits,
4 emotional distress, retaliation, punitive damages, and attorneys' fees and costs arising under
5 federal, state, or local laws for discrimination, harassment, retaliation, and wrongful
6 termination, such as, by way of example only, (as amended) 42 U.S.C. section 1981, Title VII
7 of the Civil Rights Act of 1964, the Americans With Disabilities Act, the Age Discrimination
8 in Employment Act, and the California Fair Employment and Housing Act; and the law of
9 contract and tort. This release excludes the release of claims not permitted by law.

10 Plaintiffs' Released Claims include all claims, whether known or unknown. Even if
11 Plaintiffs discover facts in addition to or different from those that they now know or believe to
12 be true with respect to the subject matter of Plaintiffs' Released Claims, those claims will
13 remain released and forever barred. Thus, Plaintiffs expressly waive and relinquish the
14 provisions, rights and benefits of section 1542 of the California Civil Code, which reads:

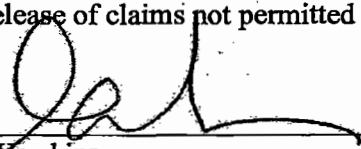
15 A general release does not extend to claims which the creditor does not
16 know or suspect to exist in his or her favor at the time of executing the
17 release, which if known by him or her must have materially affected his
or her settlement with the debtor.

18 Plaintiffs' Released Claims Apply only to Plaintiffs' individually and not to
19 the Settlement Class.

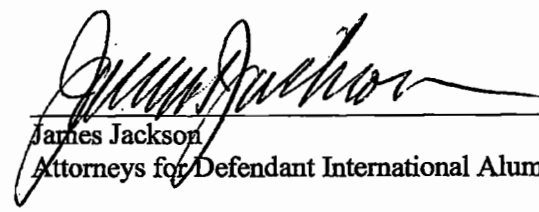
20 **b. Settlement Class Members Release.** As of the date of the Judgment, all
21 Settlement Class Members fully and finally release the Released Parties from any and all
22 Class Released Claims during the Settlement Period. The Class Released Claims include, all
23 claims arising from or related to the facts and claims alleged in the Actions, or that could have
24 been raised in the Action based on the facts and claims alleged. The Class Released Claims
25 include, all claims for unpaid wages, including, but not limited to, failure to pay minimum
26 wages; failure to pay overtime compensation, double-time compensation, reporting time
27 compensation, and/or interest; missed, late, short or interrupted meal and or rest periods,
28 including any claim for any alleged failure to pay premiums for missed, late, short or

1 interrupted meal or rest periods, or to pay such premiums at the regular rate of compensation;
2 inaccurate or otherwise improper wage statements and/or failure to keep or maintain accurate
3 records; unlawful deductions; unlawful payment instruments; any claim for unfair business
4 practices arising out of or related to any or all of the aforementioned claims; any claim for
5 penalties arising out of or related to any or all of the aforementioned claims, including, but not
6 limited to, recordkeeping penalties, wage statement penalties, minimum-wage penalties, and
7 waiting-time penalties; and attorneys' fees and costs. The PAGA Released Claims include
8 PAGA Claims asserted during the PAGA Settlement Period of November 13, 2014 through
9 the date of Preliminary Approval. In addition, Settlement Class Members waive and release
10 any claims under the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* ("FLSA") arising
11 during the Settlement Class Period and reasonably related to any or all of the aforementioned
12 claims. This release excludes the release of claims not permitted by law.

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14 Dated: 3/18, 2019


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18 Dated: 3/18, 2019


James Jackson
Attorneys for Defendant International Aluminum Corp.