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ALUMINUM DIE CASTING CO. INC. and
MICHAEL BENNETT

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

DIEGO ZAMUDIO, an individual, on behalf of
herself and all others similarly situated;

Plaintiffs,

vs.

ALUMINUM DIE CASTING CO., INC.,
California Corporation; MICHAEL BENNETT,
an individual; LOIDA BERNARD, an individual,
and Does 1 – 100, inclusive;

Defendants.

CASE NO.: CVRI2203981

[Assigned for All Purposes to the Hon. Harold
Hopp, Department 1]

**AMENDED JOINT STIPULATION OF
CLASS ACTION AND PAGA SETTLEMENT**

Complaint filed: September 16, 2022
FAC Filed: January 24, 2023
Trial Date: None Set

1 IT IS HEREBY STIPULATED, by and between Plaintiff Diego Zamudio (“Plaintiff”),
2 individually and on behalf of all others similarly situated, on the one hand, and Defendants Aluminum
3 Die Casting Co., Inc. (“ADC”) and Michael Bennett (“Bennett”) (collectively “Defendants”) on the other
4 hand, and subject to the approval of the Court, that the Action is hereby compromised and settled pursuant
5 to the terms and conditions set forth in this Amended Joint Stipulation of Class Action and PAGA
6 Settlement (“Stipulation” and/or “Settlement” and/or “Settlement Agreement” and/or “Agreement”) and
7 that the Court shall make and enter judgment, subject to the continuing jurisdiction of the Court as set
8 forth below, and subject to the definitions, recitals, and terms set forth herein which by this reference
9 become an integral part of this Stipulation.

10 **DEFINITIONS**

11 1. “Action” means *Diego Zamudio v. Aluminum Die Casting Co., Inc., et al.*, Case No.
12 CVRI2203981, Superior Court of California, Riverside County.

13 2. “Class Counsel” means Daniel Srourian of Srourian Law Firm, P.C.

14 3. “Class Counsel Award” means reasonable attorneys’ fees for Class Counsel’s litigation
15 and resolution of this Action in an amount not to exceed \$116,666,67 (one-third (1/3) of the Maximum
16 Settlement Amount), and Class Counsel’s expenses and costs reasonably incurred in connection with this
17 Action in an amount not to exceed \$12,500.00.

18 4. “Class Information” means information regarding Class Members that Defendants shall in
19 good faith compile from ADC’s records and shall be authorized by the Court to transmit in a secure manner
20 to the Settlement Administrator. Class Information shall be transmitted in electronic form and shall
21 include each Class Member’s full name; Last Known Address; Social Security number; Class Workweeks,
22 PAGA Workweeks, and hire date and termination date, if applicable.

23 5. “Class Members” and/or “Class” means all persons who currently or formerly worked for
24 ADC as a non-exempt and/or hourly paid employee in California (including those provided through
25 staffing agencies) at any time from September 16, 2018 through the date that the court grants preliminary
26 approval of the settlement. The Class consists of approximately 120 individuals as of the July 26, 2023
27 mediation date.
28

6. “Class Notice” means the Notice of Class Action and PAGA Settlement, which shall be mutually agreed upon by the Parties, subject to Court approval, and which the Settlement Administrator shall mail to each Class Member explaining the terms of this Stipulation and the Settlement. The Class Notice will be substantially in the form attached hereto as **Exhibit A**.

7. “Class Period” means the period from September 16, 2018 through the date that the Court grants preliminary approval of the settlement.

8. “Class Representative Service Award” means the amount that the Court authorizes to be paid to Plaintiff, not to exceed \$5,000.00 and in addition to Plaintiff’s Individual Settlement Award, in recognition of Plaintiff’s efforts and risks in prosecuting the Action.

9. “Class Workweeks” means the number of weeks worked by each Class Member as an hourly, non-exempt employee during the Class Period and excludes any weeks during which a Class Member was on a leave of absence or otherwise absent from work. With the Class Information, Defendants shall provide the Settlement Administrator with each Class Member’s Class Workweeks based on hire and termination dates. All Class Members will be entitled to payment for at least one Workweek.

10. “Class Workweek Value” means the settlement value of each Class Workweek, as determined by the formula set forth herein.

11. “Complaint” refers to the operative First Amended Complaint in the Action.

12. “Defendants” mean Defendant Aluminum Die Casting Co., Inc. and Defendant Michael Bennett.

13. “Defense Counsel” means Julie Capell, Evelyn Wang, and Alexa Graumlich of Davis Wright Tremaine LLP.

14. “Effective Date” means the date by which the last of the following has occurred: (1) the Settlement Agreement has been executed by all Parties, Class Counsel and Defense Counsel; (2) the Court has given preliminary approval to the Settlement Agreement; (3) the Notice of Class Action and PAGA Settlement has been given to the putative members of the Class, providing them with an opportunity to object to the terms of the Settlement Agreement or to opt out of the Settlement Agreement; (4) the Court has held a formal Final Approval Hearing and entered a Final Order and Judgment certifying the Class for settlement purposes only, and approving the Settlement Agreement;

1 and (5) in the event there are written objections filed and overruled and no appeal is taken, then the
2 Effective Date will be sixty-five (65) calendar days after the entry of the Judgment. If an appeal is taken
3 from the Court's overruling of objections to the Settlement, then the Effective Date will be 20 calendar
4 days after the appeal is dismissed or after an appellate decision affirming the Judgment becomes final
5 and non-appealable. For purposes of determining the final Effective Date, the Parties agree that only
6 California Courts have jurisdiction over any such appeals, except for any appellate procedure over
7 which the United States Supreme Court may exercise jurisdiction.

8 15. "Employer's Share of Payroll Taxes" means ADC's portion of payroll taxes, including,
9 but not limited to FICA and FUTA, on the portion of the Individual Settlement Awards that constitutes
10 wages.

11 16. "Final Approval Hearing" means the hearing to be conducted by the Court after the filing
12 by Plaintiff of an appropriate motion and following appropriate notice to Class Members giving Class
13 Members an opportunity to request exclusion from the class and Settlement and to object to the Settlement,
14 at which time Plaintiff shall request that the Court finally approve the Settlement, enter the Final Order
15 and Judgment, and take other appropriate action.

16 17. "Final Order and Judgment" means the order and judgment to be entered by the Court upon
17 granting final approval of the Settlement and this Stipulation as binding upon the Parties and Participating
18 Class Members. The Final Judgment will constitute a binding and final resolution, have full *res judicata*
19 effect, and discharge Defendants and Released Parties from liability for any and all claims by Plaintiff, all
20 Class Members as to all Released Class Claims, and all PAGA Aggrieved Employees and the State of
21 California as to all Released PAGA Claims as set forth in this Agreement.

22 18. "Individual Settlement Awards" means the amounts payable from the Net Class Amount
23 to each Participating Class Member and from the Net PAGA Amount to each PAGA Aggrieved Employee.
24 If a person is both a Participating Class Member and a PAGA Aggrieved Employee, this means the
25 combined amount payable to such person from the Net Settlement Amount.

26 19. "Last Known Address" means the most recently recorded mailing address for a Class
27 Member and/or PAGA Aggrieved Employee contained in ADC's records.
28

1 20. “Maximum Settlement Amount” means the maximum amount Defendants shall have to
2 pay in connection with this Stipulation, by way of a common fund, which shall be inclusive of all payments
3 to Participating Class Members and PAGA Aggrieved Employees, the Class Counsel Award, the Class
4 Representative Service Award, Settlement Administration Costs, and the payment to the LWDA for
5 PAGA penalties. Subject to Court approval and the terms of this Stipulation, the Maximum Settlement
6 Amount Defendants shall be required to pay is Three Hundred Fifty Thousand Dollars and Zero Cents
7 (\$350,000.00), which is a non-reversionary amount. The Maximum Settlement Amount does not include
8 the Employer’s Share of Payroll Taxes on the portion of payments to Class Members allocated as wages,
9 which Defendants shall be responsible for paying separately.

10 21. “Net Settlement Amount” means the Maximum Settlement Amount, less the Class Counsel
11 Award, the Class Representative Service Award, the Labor and Workforce Development Agency
12 (“LWDA”) Private Attorneys General Act (“PAGA”) payment, and Settlement Administration Costs. The
13 Net Settlement Amount shall be fully apportioned between the Net Class Amount and the Net PAGA
14 Amount.

15 22. “Net Class Amount” means the Net Settlement Amount less the Net PAGA Amount and
16 shall be the portion of the Net Settlement Amount that will be paid to Participating Class Members.

17 23. “Net PAGA Amount” means the portion of the Net Settlement Amount that will be paid to
18 PAGA Aggrieved Employees, equal to 25% of the PAGA Allocation, and equal to the Net Settlement
19 Amount less the Net Class Amount. Only those Class Members employed by ADC during the PAGA
20 Period are entitled to payments based on PAGA Workweeks (“Individual PAGA Settlement Payments”).
21 Payments will be made to Class Members employed by ADC during the PAGA Period regardless of
22 whether they submit a Request for Exclusion.

23 24. “Notice of Objection” and/or “Notice of Objection Form” (to be included in the Notice
24 Packet) means a Class Member’s valid and timely submission of a written objection to the Settlement.
25 The Notice Packet shall provide that those Class Members who wish to object to the Settlement must mail
26 or fax a written statement of objection to the Settlement Administrator no later than the Response
27 Deadline. The postmark date or fax timestamp shall be deemed the exclusive means for determining if a
28 Notice of Objection is timely. For an objection to be valid, it should include: (a) the objector’s full name,

signature, address, and telephone number, (b) a written statement of all grounds for the objection accompanied by any legal support for such objection, and (c) copies of any papers, briefs, or other documents upon which the objection is based. Class Members may also appear at the Final Approval Hearing and orally object without first providing a written objection. At no time shall any of the Parties, Class Counsel, or Defense Counsel seek to solicit or otherwise encourage or discourage Class Members from submitting a Notice of Objection or filing an appeal from the Final Order and Judgment.

25. “Notice Packet” means the packet of documents which shall be mailed to all Class Members by the Settlement Administrator, including the Class Notice shown in Exhibit A, Mailing Envelope, Exclusion Form and Notice of Objection Form.

26. “PAGA Aggrieved Employees” means all current or former hourly-paid or non-exempt employees of ADC in California (including those provided through staffing agencies) at any time from September 16, 2021 through the date that the court grants preliminary approval of the settlement of the Action as it relates to Plaintiff’s PAGA claims. All PAGA Aggrieved Employees are also Class Members unless they opt out of the Class by timely submitting a valid Request for Exclusion. There are approximately 72 PAGA Aggrieved Employees as of the July 26, 2023 mediation date.

27. “PAGA Allocation” means the amount of the Maximum Settlement Amount allocated to the settlement of the PAGA claims, or Forty-Five Thousand Dollars and No Cents (\$45,000.00). 75% of this amount, or Thirty-Three Thousand Seven Hundred Fifty Dollars and No Cents (\$33,750.00), shall be paid to the LWDA. 25% of the PAGA Allocation, or Eleven Thousand Two Hundred Fifty Dollars and No Cents (\$11,250.00), shall be payable to the PAGA Aggrieved Employees as the Net PAGA Amount.

28. “PAGA Period” means the period between September 16, 2021 through the date that the court grants preliminary approval of the settlement of the Action as it relates to Plaintiff’s PAGA claims.

29. “PAGA Workweeks” means the number of weeks worked by each PAGA Aggrieved Employee as an hourly non-exempt employee during the PAGA Period and excludes any weeks during which a PAGA Aggrieved Employee was on a leave of absence or otherwise absent from work. With the Class Information, Defendants shall provide the Settlement Administrator with each PAGA Aggrieved Employee’s PAGA Workweeks based on hire and termination dates. All PAGA Aggrieved Employees will be entitled to payment for at least one Workweek.

1 30. “PAGA Workweek Value” means the settlement value of each PAGA Workweek, as
2 determined by the formula set forth herein.

3 31. “Participating Class Members” means Plaintiff and all other Class Members who do not
4 submit a valid and timely Request for Exclusion.

5 32. “Parties” means Plaintiff and Defendants.

6 33. “Plaintiff” means plaintiff Diego Zamudio.

7 34. “Preliminary Approval Order” means the order to be issued by the Court approving and
8 authorizing the mailing of the Notice Packet by the Settlement Administrator, setting the date of the Final
9 Approval Hearing and granting preliminary approval of the Settlement set forth in this Stipulation.

10 35. “Released Class Claims” includes any and all claims, demands, rights, liabilities, and/or
11 causes of action, of any and all claims that have been or could have been alleged or asserted in the
12 operative pleading filed in the Action reasonably related to or arising out of the facts and theories
13 alleged therein and in any related notices sent to the LWDA, during the Class Period (collectively, the
14 “Released Claims”), including but not limited to claims for or based on any type of minimum, regular,
15 overtime or other wages; any alleged failure to provide, authorize or permit compliant meal and rest
16 periods; any alleged failure to pay any wages timely or at all during and/or upon termination of
17 employment; any alleged failure to provide accurate, itemized wage statements; any alleged failure to
18 reimburse business expenses; any alleged or actual failure to keep accurate records; any alleged or actual
19 violations of Labor Code sections 1198 and 1199; any alleged or actual violations or Labor Code section
20 216; any alleged or actual failure to pay employees in compliance with Labor Code section 204;
21 derivative violations of the California Unfair Competition Law and/or relief under PAGA; and any
22 alleged or actual failure to pay interest or penalties owed as a result of any and all of the foregoing. The
23 Plaintiff and Participating Class Members will release Defendants and the Released Parties from all
24 remedies that could be claimed in connection with the Released Claims including but not limited to,
25 statutory, constitutional, contractual damages, unpaid costs, penalties, punitive damages, interest,
26 attorneys’ fees, litigation costs, restitution, and equitable relief.

27 36. “Released Class Claims Period” means the period from September 16, 2018 through the
28 date this Court grants preliminary approval.

1 37. “Released PAGA Claims” means all claims for civil penalties pursuant to PAGA that are
2 reasonably related to or arising out of the factual allegations in the operative pleading in the Action
3 and/or Plaintiff’s PAGA notice to the LWDA which occurred during the PAGA Period (collectively, the
4 “Released PAGA Claims”). The Plaintiff and Participating Class Members will release Defendants and
5 the Released Parties from all remedies that could be claimed in connection with the Released PAGA
6 Claims, including but not limited to, statutory damages and penalties, interest, attorneys’ fees, litigation
7 costs, and any other available relief. This release shall extend to all such claims accrued during the
8 PAGA Period. This release shall be binding on all PAGA Aggrieved Employees regardless of whether
9 they submit a valid Request for Exclusion from the Class.

10 38. “Released PAGA Claims Period” means the period from September 16, 2021 through the
11 date this court grants preliminary approval.

12 39. “Released Parties” means Defendants and their directors, officers, and employees.

13 40. “Request for Exclusion” means a submitted written Exclusion Form, to be included in the
14 Notice Packet, submitted by a Class Member to the Settlement Administrator indicating a request to be
15 excluded from the Settlement. The Request for Exclusion should: (a) be signed by the Class Member; (b)
16 contain the name, address and telephone number of the Class Member requesting exclusion; (c) clearly
17 state that the Class Member does not wish to be included in the settlement; (d) be returned by fax or mail
18 to the Settlement Administrator at the specific address and/or facsimile number; and be postmarked or
19 faxed on or before the Response Deadline. The date of the fax or postmark on the return mailing envelope
20 will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. A
21 Class Member who does not request exclusion from the Settlement will be deemed a Participating Class
22 Member and will be bound by all terms of the Settlement, if the Settlement is granted final approval by
23 the Court. No later than ten (10) calendar days after the Response Deadline, the Settlement Administrator
24 shall provide counsel for the Parties a complete list of all Class Members who submitted a timely and
25 valid Request for Exclusion. Defendants, at their sole discretion, then shall have the right, but not the
26 obligation, to revoke the Settlement if more than five (5) percent of the Class Members exclude
27 themselves. Defendants shall exercise these rights, if at all, within fourteen (14) business days of receipt
28

1 of the list of valid Requests for Exclusion from the Administrator by providing written notice to Class
2 Counsel.

3 41. “Response Deadline” means the deadline by which Class Members must postmark to the
4 Settlement Administrator valid Request for Exclusion or Notice of Objection. The Response Deadline
5 will be forty-five (45) calendar days from the initial mailing of the Notice Packet by the Settlement
6 Administrator unless the 45th day falls on a Sunday or Federal holiday, in which case the Response
7 Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response
8 Deadline may also be extended by express written agreement between the Parties. Under no
9 circumstances, however, will the Settlement Administrator have the authority to extend the deadline for
10 Class Members to submit a Request for Exclusion or Notice of Objection to the Settlement.

11 42. “Settlement Administration Costs” means the reasonable costs and fees of administering
12 the Settlement to be paid from the Maximum Settlement Amount, including, but not limited to: (i) printing,
13 mailing and re-mailing (if necessary) of Notice Packets to Class Members; (ii) preparing and submitting
14 to Participating Class Members, PAGA Aggrieved Employees, and government entities all appropriate
15 tax filings and forms; (iii) computing the amount of and distributing Individual Settlement Awards, the
16 Class Representative Service Award, and the Class Counsel Award; (iv) processing and validating
17 Requests for Exclusion; (v) establishing a Qualified Settlement Fund, as defined by the Internal Revenue
18 Code; and (vi) calculating and remitting to the appropriate government agencies all employer and
19 employee payroll tax obligations arising from the Settlement and preparing and submitting filings required
20 by law in connection with the payments required by the Settlement. Settlement Administration Costs are
21 estimated to be in an amount not to exceed \$10,000.00.

22 43. “Settlement Administrator” means Phoenix Class Action Administration Solutions. The
23 Parties each represent they do not have any financial interest in the Settlement Administrator or otherwise
24 have a relationship with the Settlement Administrator that could create a conflict of interest.

25 **RECITALS**

26 44. Procedural History. On September 16, 2022, Plaintiff filed a putative class action
27 complaint concerning alleged violations of California wage and hour law occurring at ADC in the Superior
28 Court of the State of California, County of Riverside, on behalf of himself and all others similarly situated,

entitled *Diego Zamudio v. Aluminum Die Casting Co., Inc., et al.*, Riverside Superior Court Case No. CVRI2203981. Plaintiff filed a First Amended Complaint on January 24, 2023, adding a PAGA cause of action (the “Complaint”).

45. Defendants filed an answer and denied all allegations and claims asserted in the operative Complaint.

46. On July 26, 2023, the Parties participated in a mediation before Steve Pearl, Esq., at which time the Parties reached agreement on the material terms of a proposed class action settlement that would fully resolve the Action, which they memorialized in a signed Memorandum of Understanding, made subject to the Parties entering into a more comprehensive written settlement agreement.

47. Benefits of Settlement to Plaintiff and the Class Members. Plaintiff and Class Counsel recognize the expense and length of continued proceedings necessary to litigate Plaintiff’s disputes in the Action through trial and through any possible appeals. Plaintiff also has taken into account the uncertainty and risks of the outcome of further litigation, and the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel are also aware of the burdens of proof necessary to establish liability for the claims asserted in the Action, both generally and in response to Defendants’ defenses thereto, and the difficulties in establishing damages, penalties, restitution and other relief sought in the Action. Plaintiff and Class Counsel also have taken into account Defendants’ agreement to enter into a settlement that confers substantial benefits upon the Class Members. Based on the foregoing, Plaintiff and Class Counsel have determined that the Settlement set forth in this Stipulation is fair, adequate, and reasonable and is in the best interests of the class.

48. Defendants’ Reasons for Settlement. Defendants have concluded that further defense of the Action would be protracted and expensive. Substantial amounts of Defendants’ time, energy, and resources have been, and unless this Settlement is completed, shall continue to be devoted to the defense of the claims asserted by Plaintiff. Defendants have also taken into account the risks of further litigation in reaching their decision to enter into this Settlement. Even though Defendants contend they are not liable for any of the claims alleged by Plaintiff in the Action, Defendants have agreed, nonetheless, to settle in the manner and upon the terms set forth in this Stipulation and to fully and finally put to rest the claims alleged in this Action. Defendants have asserted and continue to assert that the claims alleged by

Plaintiff have no merit and do not give rise to any liability, damages, restitution, penalties or other payments. This Stipulation is a compromise of disputed claims. Nothing contained in this Stipulation, no documents referred to herein, and no action taken to carry out this Stipulation, shall be construed or used as an admission by or against Defendants as to the merits or lack thereof of the claims asserted in the Action. Defendants contend that they have complied with all applicable state, federal and local laws. In the event this Settlement does not obtain final approval, Defendants retain all rights they have to defend themselves in this matter and to take any actions in defense of themselves that are available to them. Further, if this Settlement does not receive preliminary and/or final approval, Plaintiff and his counsel have agreed to not use any post-mediation handbook or policy updates/revisions against Defendants to show that prior versions were non-compliant.

TERMS OF SETTLEMENT

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

49. **Binding Settlement.** This Settlement shall bind the Parties, all Participating Class Members, and all PAGA Aggrieved Employees subject to the terms and conditions hereof and the Court's approval.

50. **Tax Liability.** The Parties make no representations as to the tax treatment or legal effect of the payments specified herein, and Class Members are not relying on any statement or representation by the Parties, Class Counsel or Defense Counsel in this regard. Participating Class Members, PAGA Aggrieved Employees, and Class Counsel understand and agree that they shall be responsible for the payment of all taxes and penalties assessed on the payments specified herein, and shall hold the Parties, the Released Parties, Class Counsel and Defense Counsel free and harmless from and against any claims resulting from treatment of such payments as non-taxable, including the treatment of such payments as not subject to withholding or deduction for payroll and employment taxes.

51. **Circular 230 Disclaimer.** The Parties acknowledge and agree that (1) no provision of this Stipulation, and no written communication or disclosure between or among the Parties, Class Counsel or Defense Counsel and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States

Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) both Parties (a) have relied exclusively upon his, her, or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Stipulation, (b) have not entered into this Stipulation based upon the recommendation of any other party or any attorney or advisor to any other party, and (c) are not entitled to rely upon any communication or disclosure by any attorney or advisor to any other party to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no attorney or advisor to any other party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Stipulation.

52. Duties of the Parties Prior to Preliminary Approval. The Parties agree to work diligently and cooperatively to have this Settlement presented to the Court for preliminary approval. The Parties shall promptly submit this Settlement Agreement to the Court in support of Plaintiff's Motion for Preliminary Approval for a determination by the Court as to its fairness, adequacy, and reasonableness. Promptly upon execution of this Settlement Agreement, the Parties shall apply to the Court for the entry of an order scheduling a fairness hearing on the question of whether the proposed settlement, including payment of attorneys' fees and costs, and the Class Representative Service Award, should be finally approved as fair, reasonable and adequate as to the members of the Class. Defendants shall not oppose Class Counsel's motion for Preliminary Approval and Final Approval of the Settlement so long as the motions and supporting papers are consistent with the terms of this Agreement. Class Counsel will share with Defense Counsel a draft of the motion for preliminary approval and motion for final approval five (5) court days prior to filing each motion. The requested Preliminary Approval Order shall contain the following provisions or provisions equivalent to the following, subject to Court approval:

- a. Certifying the Class for settlement purposes only;
- b. Preliminarily approving the appointment of Plaintiff as representative of the Class for settlement purposes;

- c. Preliminarily approving the proposed Settlement and this Agreement, including the payments to Participating Class Members, Class Counsel, PAGA Aggrieved Employees, Plaintiff, the Settlement Administrator, and the LWDA;
- d. Approving, as to form and content, the proposed Notice Packet mutually agreed upon by the Parties;
- e. Approving the manner and method for Class Members to request exclusion from the Settlement, object, or dispute Workweeks as contained herein and within the Notice of Class and PAGA Action Settlement;
- f. Appointing and approving the Settlement Administrator, to comply with the duties and obligations as required by this Agreement
- g. Directing the mailing of the Notice of Class and PAGA Action Settlement, by first class mail, in both English and Spanish to the Class Members;
- h. Preliminarily approving the Settlement subject only to the objections of Class Members and final review by the Court; and
- i. Scheduling the Final Approval hearing for consideration of final approval of this Agreement.

53. Release by Plaintiff and Other Participating Class Members. Upon entry of final judgment and funding of the Maximum Settlement Amount, Plaintiff and all other Participating Class Members shall be deemed to have released their respective Released Claims against the Released Parties. Plaintiff and Class Members who do not Request Exclusion will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged with respect to all of the Released Parties for any and all Released Claims that accrued during the Released Claims Period and do not arise under PAGA. The Class and each member of the Class who has not submitted a valid Request for Exclusion, fully releases and discharges the Released Parties for the Released Class Claims for any period during the Released Class Claims Period. The Parties agree for settlement purposes only that, because the Class Members are so numerous, it is impossible or impracticable to have each Class Member execute this Agreement. Accordingly, the Class Notice will advise all Class Members of the binding nature of the release of Released Class Claims and Released PAGA Claims, and such notice shall have the same force

1 and effect as if the Agreement were executed by each Class Member. Plaintiff and Class Counsel
2 represent, covenant, and warrant that they have not directly or indirectly assigned, transferred,
3 encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any
4 liability, claim, demand, action, cause of action, or rights herein released and discharged, except as set
5 forth herein. The Parties agree that this is a settlement of disputed claims not involving undisputed wages,
6 and that Labor Code Section 206.5 is therefore inapplicable.

7 54. Release of PAGA Claims by PAGA Aggrieved Employees. Upon the Effective Date and
8 only after the Maximum Settlement Amount has been fully funded, Plaintiff, all PAGA Aggrieved
9 Employees, and the State of California will be deemed to have fully, finally and forever released, settled,
10 compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims that arose
11 during the Released PAGA Claims Period.

12 55. Settlement Administration.

13 a. Within thirty (30) calendar days of entry of the Preliminary Approval Order,
14 Defendants shall provide the Settlement Administrator with the Class Information for purposes of mailing
15 the Notice Packets to Class Members. The Settlement Administrator will keep the Class Information
16 confidential and shall not provide it to anyone, absent express written approval from Defendants, and shall
17 use it only for the purposes described herein, take adequate safeguards to protect confidential or private
18 information, and return or certify the destruction of the information upon completion of the Settlement
19 Administration process. The Settlement Administrator will provide to Class Counsel a list of Class
20 Members by numerical identifier only and without the name, address, and Social Security number of Class
21 Members, and identifying each Class Member's Class and PAGA Workweeks.

22 i. Notice by First Class U.S. Mail. Upon receipt of the Class Information, the
23 Settlement Administrator shall perform a search based on the National Change of Address Database
24 maintained by the United States Postal Service and other available resources deemed suitable by the
25 Settlement Administrator to update and correct any known or identifiable address changes. To the extent
26 this process yields a different address from the one in the Class Information, that address shall replace the
27 one supplied by Defendants and be treated as the "Updated Last Known Address" for the purposes of this
28 Agreement and for subsequent mailings. Within twenty-one (21) calendar days after receiving the Class

1 Information from Defendants as provided herein, the Settlement Administrator shall mail copies of the
2 Notice Packet (in both English and Spanish) to all Class Members via regular First Class U.S. Mail to the
3 Last Known Address or Updated Last Known Address for Class Members. The Settlement Administrator
4 shall exercise its best judgment to determine the current mailing address for each Class Member. The
5 address identified by the Settlement Administrator as the current mailing address shall be presumed to be
6 the most current mailing address for each Class Member. The Parties agree that this procedure for notice
7 provides the best notice practicable to Class Members and fully complies with due process.

8 ii. Undeliverable Notice Packets. Any Notice Packet returned to the
9 Settlement Administrator as non-deliverable on or before the Response Deadline shall be re-mailed to the
10 forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator
11 promptly shall attempt to determine a correct address by the use of skip-tracing, or other type of automated
12 search, using the name, address and/or Social Security number of the Class Member involved, and shall
13 then perform a re-mailing to the Class Member whose Notice Packet was returned as non-deliverable,
14 assuming another mailing address is identified by the Settlement Administrator. If these procedures are
15 followed, notice to Class Members shall be deemed to have been fully satisfied, and if the intended
16 recipient of the Notice Packet does not receive the Notice Packet, the intended recipient shall nevertheless
17 remain a Class Member and shall be bound by all terms of the Settlement and the Final Order and
18 Judgment.

19 iii. Determination of Individual Settlement Awards. The Settlement
20 Administrator shall determine the eligibility for, and the amounts of, each Individual Settlement Award
21 under the terms of this Stipulation. The Settlement Administrator's determination of the eligibility for an
22 amount of each Individual Settlement Award shall be binding upon the Class Member and/or PAGA
23 Aggrieved Employee and the Parties, yet subject to review by Class Counsel, Defense Counsel and the
24 Court. In the absence of fraud or gross negligence, Defendants' records shall be presumed accurate.

25 iv. Disputes Regarding Administration of Settlement. Class Members and/or
26 PAGA Aggrieved Employees shall be given an opportunity to dispute the number of qualifying
27 Workweek(s) and/or the amount of their Individual Settlement Award as provided in their Notice Packet.
28 Any such dispute shall be sent in writing to the Settlement Administrator postmarked or fax time-stamped

1 no more than thirty (30) days after the date when this Notice was mailed. The Settlement Administrator
2 shall send the dispute information to Defendants within five (5) business days of receiving the dispute.
3 ADC shall review its records and submit any additional supporting information to the Settlement
4 Administrator within five (5) business days of receiving the dispute. The Settlement Administrator shall
5 then make the final binding decision regarding the number of Workweeks(s) and/or the amount of the
6 Individual Settlement Award.

7 b. Monitoring and Reviewing Settlement Administration. The Parties have the right
8 to monitor and review the administration of the Settlement to verify that the monies allocated under the
9 Settlement are distributed in the correct amount, as provided for in this Stipulation.

10 c. Certification Reports Regarding Individual Settlement Payment Calculations. The
11 Settlement Administrator will provide Defense Counsel and Class Counsel a weekly report which
12 certifies: (a) the number of Participating Class Members from the Class who have submitted a dispute of
13 Class Workweeks; (b) the number of PAGA Aggrieved Employees who have submitted a dispute of
14 PAGA Workweeks; (c) the number of Class Members who have submitted valid Requests for Exclusion
15 or Notices of Objection; and (d) whether any Class Member has submitted a challenge to any other
16 information contained in their Notice Packet. Additionally, the Settlement Administrator will provide to
17 counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as
18 needed or requested. Within ten (10) days after the Response Deadline, the Settlement Administrator will
19 provide the Parties a final report listing the number of Class Members who submitted Requests for
20 Exclusion and Notices of Objection.

21 d. Late Submissions. The Settlement Administrator will not accept as valid any
22 Request for Exclusion or Notice of Objection postmarked after the Response Deadline. It shall be
23 presumed that, if a Request for Exclusion or Notice of Objection is not postmarked by, facsimiled, or
24 otherwise received on or before the Response Deadline, the Class Member did not return the Request for
25 Exclusion or Notice of Objection in a timely manner.

26 e. The Settlement Administrator shall not have the authority to extend the deadline
27 for Class Members to submit a Request for Exclusion, absent agreement by both Parties.
28

1 f. Class Members may rescind in writing their Request for Exclusion by submitting a
2 written rescission statement to the Settlement Administrator no later than the filing date of the motion for
3 final approval of the Settlement.

4 g. Best Efforts. The Parties agree to use their best efforts to carry out the terms of this
5 Settlement.

6 h. Documenting Communications. The Settlement Administrator shall date stamp
7 any documents it receives, including Disputes, Requests for Exclusion, Objections, and any
8 correspondence and documents from Class Members and PAGA Aggrieved Employees.

9 i. Settlement Administrator Calculation of Settlement Payments. Within seven (7)
10 days after resolving all timely-filed disputes by Class Members, and following the Final Order and
11 Judgment, the Settlement Administrator shall provide to the Parties a report showing its calculation of all
12 Individual Settlement Awards to Class Members and all Individual PAGA Settlement Payments to all
13 PAGA Aggrieved Employees. After receiving the Settlement Administrator's report, Class Counsel and
14 Defense Counsel shall review the same to determine if the calculation of payments to Participating Class
15 Members and PAGA Aggrieved Employees is consistent with this Agreement, and shall notify the
16 Settlement Administrator if either counsel does not believe the calculation is consistent with the
17 Agreement. After receipt of comments from counsel, the Settlement Administrator shall finalize its
18 calculation of Individual Settlement Awards and Individual PAGA Settlement Payments at least five (5)
19 days prior to the distribution of such payments and shall provide Class Counsel and Defense Counsel with
20 a final report listing the amount of all payments to be made to each Participating Class Member from the
21 Net Class Amount and listing the amount of all payments to be made to each PAGA Aggrieved Employee
22 from the Net PAGA Amount.

23 56. Funding and Allocation of Maximum Settlement Amount. The Maximum Settlement
24 Amount shall be paid by Defendants in one lump sum payment. No later than thirty (30) business days
25 following the Effective Date, Defendants shall provide to the Settlement Administrator in any feasible
26 manner, including, but not limited to, by way of a wire transfer, the payment in the amount Three Hundred
27 and Fifty Thousand Dollars and Zero Cents (\$350,000.00). If this Settlement is not finally approved by
28

the Court in full, or is terminated, rescinded, canceled or fails to become effective for any reason, or if the Effective Date does not occur, then no portion of the Maximum Settlement Amount shall be paid.

a. Payment of Individual Settlement Awards. Class Members and PAGA Aggrieved Employees shall not be required to submit a claim in order to receive a share of the Net Settlement Amount, and no portion of the Maximum Settlement Amount shall revert to Defendants or result in an unpaid residue. Individual Settlement Awards shall be paid by the Settlement Administrator from the Net Settlement Amount pursuant to the formula set forth herein after receipt of the Maximum Settlement Amount from Defendants, in accordance with the terms set forth herein. Individual Settlement Award payments shall be mailed by the Settlement Administrator by regular First Class U.S. Mail to each Participating Class Member's and each PAGA Aggrieved Employee's Last Known Address within fourteen (14) calendar days after Defendants provide the Settlement Administrator with the Maximum Settlement Amount. Prior to mailing the Individual Settlement Awards, the Settlement Administrator shall perform a search based on the National Change of Address Database maintained by the United States Postal Service to update and correct any known or identifiable address changes.

i. Each Participating Class Member's Individual Settlement Award shall be calculated solely by the Settlement Administrator according to the following formula: Defendants shall provide the Settlement Administrator with the Class Workweeks for each Class Member based on hire and termination dates. The Settlement Administrator shall then divide the Net Class Amount by the total number of Class Workweeks for all Participating Class Members resulting in a value for each week worked by the Participating Class Members during the Class Period ("Class Workweek Value"). The Settlement Administrator shall then multiply the number of Class Workweeks for each Participating Class Member by the Class Workweek Value. All Class Members will be entitled to payment for at least one workweek.

ii. Each PAGA Aggrieved Employee's Individual PAGA Settlement Payment shall be calculated solely by the Settlement Administrator according to the following formula: Defendants shall provide the Settlement Administrator the PAGA Workweeks for each PAGA Aggrieved Employee based on hire and termination dates. The Settlement Administrator shall then divide the Net PAGA Amount by the total number of PAGA Workweeks for all PAGA Aggrieved Employees resulting in a

1 value for each week worked by the PAGA Aggrieved Employees during the PAGA Period (“PAGA
2 Workweek Value”). The Settlement Administrator shall then multiply the number of PAGA Workweeks
3 for each PAGA Aggrieved Employee by the PAGA Workweek Value. All PAGA Aggrieved Employees
4 will be entitled to payment for at least one workweek.

5
6 iii. Individual Settlement Award payments shall be made by check and shall be
7 made payable to each Participating Class Member and/or PAGA Aggrieved Employee as set forth in this
8 Stipulation. Should a PAGA Aggrieved Employee also be a Participating Class Member, that person’s
9 payments from the Net Class Amount not attributable to wages and from the Net PAGA Amount will both
10 be paid in one combined check. Should a PAGA Aggrieved Employee timely submit a valid Request for
11 Exclusion, that person will nevertheless still receive payment of their share of the Net PAGA Amount and
12 be bound by this Agreement only with respect to the Released PAGA Claims. Settlement checks which
13 are not negotiated within one hundred eighty (180) calendar days after the date they are mailed shall
14 become void and the Settlement Administrator will stop payment on the uncashed checks.

15 iv. The portion of Individual Settlement Awards paid from the Net Class
16 Amount shall be allocated as follows: ten percent (10%) as wages subject to all applicable tax withholdings
17 and ninety percent (90%) as non-wage penalties and interest not subject to payroll tax withholdings. The
18 Settlement Administrator shall calculate the amount of the Employer’s Share of Payroll Taxes and shall
19 remit and report the applicable portions of the payroll tax payment to the appropriate taxing authorities in
20 a timely manner. ADC will be responsible for paying its share of the Payroll Taxes and this amount will
21 not be deducted from the Maximum or Net Settlement Amount.

22 v. The portion of Individual Settlement Awards paid from the Net PAGA
23 Amount will be allocated entirely as penalties and will be included on an IRS Form 1099 to each PAGA
24 Aggrieved Employee.

25 vi. If a Class Member does not cash his or her settlement check within 180
26 days, the un-cashed, plus any accrued interest that has not been distributed pursuant to the order of the
27 Court, shall be voided by the Settlement Administrator and the Settlement Administrator shall transmit
28 the funds represented by such checks to the California State Controller Unclaimed Property fund pursuant

1 to governing law to be held there for the benefit of Class Members under California's escheatment laws,
2 and Class Members shall nevertheless be bound to the Parties' settlement agreement and the court's order
3 finally approving the Parties' Settlement. The Parties agree this disposition results in no "unpaid residue"
4 under California Civil Procedure Code § 384(b), as the entire Maximum Settlement Amount shall be paid
5 to Class Members, whether or not their individual class payment checks are cashed. In such event, the
6 Participating Class Member and/or PAGA Aggrieved Employee shall nevertheless remain bound by the
7 Settlement.

8 vii. All monies received by Participating Class Members under the Settlement
9 which are attributable to wages shall constitute income to such Participating Class Members solely in the
10 year in which such monies actually are received by the Participating Class Members. It is expressly
11 understood and agreed that the receipt of Individual Settlement Awards shall not entitle any Participating
12 Class Member to additional compensation or benefits under any collective bargaining agreement or under
13 any bonus, contest or other compensation or benefit plan or agreement in place during the period covered
14 by the Settlement, nor shall it entitle any Participating Class Member to any increased pension and/or
15 retirement, or other deferred compensation benefits. It is the intent of the Parties that Individual Settlement
16 Awards provided for in this Stipulation are the sole payments to be made by Defendants to Participating
17 Class Members and PAGA Aggrieved Employees in connection with this Settlement, with the exception
18 of Plaintiff, and that the Participating Class Members are not entitled to any new or additional
19 compensation or benefits as a result of having received the Individual Settlement Awards. Furthermore,
20 the receipt of Individual Settlement Awards by Participating Class Members and PAGA Aggrieved
21 Employees shall not, and does not, by itself establish any general, special, or joint employment
22 relationship between and among the Participating Class Member(s), PAGA Aggrieved Employees, and
23 Defendants.

24 b. Class Representative Service Award. Subject to Court approval, Plaintiff Diego
25 Zamudio shall be paid a Class Representative Service Award not to exceed Five Thousand Dollars and
26 Zero Cents (\$5,000.00), or any lesser amount as awarded by the Court, for his time and effort in bringing
27 and presenting the Action and for releasing his Released Claims. Defendants shall not oppose or object
28 to Plaintiff's request for a Class Representative Service Award in an amount not to exceed Five Thousand

Dollars and Zero Cents (\$5,000.00). The Class Representative Service Award shall be paid to Plaintiff from the Maximum Settlement Amount no later than fourteen (14) calendar days after Defendants provide the Settlement Administrator with the Maximum Settlement Amount. The Class Representative Service Award which will be paid from the Maximum Settlement Amount, will be in addition to Plaintiff's Individual Award paid pursuant to the Settlement. Plaintiff agrees to a separate general release of all claims, including a waiver of California Civil Code section 1542, against Defendants for this payment (the "General Release") as set forth below. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff for his Class Representative Service Award. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on his Class Representative Service Award and shall hold harmless Defendants, Class Counsel and Defense Counsel from any claim or liability for taxes, penalties, or interest arising as a result of payment of the Class Representative Service Award. The Class Representative Service Award shall be made in addition to Plaintiff's Individual Settlement Award. Any amount requested by Plaintiff for the Class Representative Service Award and not awarded by the Court shall become part of the Net Class Amount and shall be distributed to Participating Class Members as part of their Individual Settlement Awards.

i. Plaintiff's General Release – Plaintiff releases the Released Parties from all claims, demands, rights, liabilities, and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule, or regulation arising out of, relating to, or in connection with any act or omission by or on the part of any of the Released Parties committed or omitted through the execution of this Agreement. Plaintiff also specifically agrees and acknowledges that he is waiving all claims under Title VII of the Civil Rights Act of 1964, the Equal Pay Act, the Americans with Disabilities Act, the California Fair Employment and Housing Act, the Family and Medical Leave Act, the Employee Retirement Income Security Act, the California Labor Code, California Government Code, and California Business and Professions Code. Plaintiff agrees not to sue or otherwise make a claim against any of the Released Parties that is in any way related to the General Release to the maximum extent permitted by law. The General Release includes any unknown claims Plaintiff does not know or suspect to exist in his favor at the time of the General Release, which, if known, might have affected his

1 respective settlement with, and release of, the Released Parties by Plaintiff or might have affected his
2 decision not to object to this Settlement or the General Release. With respect to the General Release,
3 Plaintiff stipulates and agrees that he shall be deemed to have, and by operation of the Final Judgment
4 shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions,
5 rights and benefits of Section 1542 of the California Civil Code, which states:

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

11 This General Release shall not affect or bar any claims that Plaintiff may have for
12 Unemployment Insurance, claims under the National Labor Relations Act, or the right to receive
13 benefits under any retirement plan or to elect COBRA continuation of health insurance benefits. Nor
14 shall the General Release preclude Plaintiff from filing a claim that cannot be waived as a matter of law.
15 Plaintiff understands and agrees, however, that by way of the General Release, he individually releases
16 any right to recover monetary damages in an action brought by an administrative agency.

17 c. Class Counsel Award. Subject to Court approval, Class Counsel will seek to
18 receive reasonable attorneys' fees in an amount not to exceed one-third (1/3) of the Maximum Settlement
19 Amount, which amounts to One Hundred Sixteen Thousand Six Hundred Sixty-Six Dollars and Sixty-
20 Seven Cents (\$116,666.67). In addition, subject to Court approval, Class Counsel shall seek an award of
21 reasonable costs associated with Class Counsel's prosecution of the Action in an amount not to exceed
22 Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00).

23 Class Counsel shall provide the Settlement Administrator with a properly completed and
24 signed IRS Form W-9 in order for the Settlement Administrator to process the Class Counsel Award
25 approved by the Court. Defendants shall not oppose or object to Plaintiff's request for an award of
26 attorneys' fees in an amount not to exceed \$116,666.67 or Plaintiff's request for an award of reasonable
27 costs not to exceed \$12,500.00. In the event the Court awards Class Counsel less than \$116,666.67 in
28 attorneys' fees and/or less than \$12,500.00 in costs, the difference shall become part of the Net Class

Amount and shall be distributed to Participating Class Members as part of their Individual Settlement Awards. Class Counsel shall be paid any Court-awarded attorneys' fees and costs no later than fourteen (14) calendar days after Defendants provide the Settlement Administrator with payment of the Maximum Settlement Amount. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the Class Counsel Award. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel for the Class Counsel Award.

d. Labor and Workforce Development Agency Payment. Subject to Court approval, the Parties agree that the amount of Forty-Five Thousand Dollars and Zero Cents (\$45,000.00) (the "PAGA Allocation") from the Maximum Settlement Amount will be designated for satisfaction of the Released PAGA Claims. Seventy-five percent (75%) of this amount, or Thirty-Three Thousand Seven Hundred Fifty Dollars and No Cents (\$33,750.00) shall be paid to the LWDA. Twenty-five percent (25%) of the PAGA Allocation, or Eleven Thousand Two Hundred Fifty Dollars and No Cents (\$11,250.00) will be distributed to PAGA Aggrieved Employees as the Net PAGA Amount. All PAGA Aggrieved Employees employed by Defendants during the PAGA Period will receive their share of the Net PAGA Amount regardless of whether they submit a Request for Exclusion Form in order to opt-out of participation in this Settlement.

e. Settlement Administration Costs. The Settlement Administration fees and expenses, which are estimated not to exceed Ten Thousand Dollars (\$10,000.00), shall be paid from the Maximum Settlement Amount. Prior to Plaintiff filing a motion for final approval of the Settlement, the Settlement Administrator shall provide the Parties with a statement detailing the Settlement Administration Costs to date. The Parties agree to cooperate in the Settlement Administration process and to make all reasonable efforts to control and minimize Settlement Administration Costs. Any amount awarded for costs of administration to the Settlement Administrator less than \$10,000 will result in the non-awarded amount being made part of the Net Class Amount, available for distribution to Participating Class Members.

i. The Parties each represent they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

1 ii. The Settlement Administrator shall keep the Parties timely apprised of the
2 performance of all Settlement Administrator responsibilities required by the Settlement. The Settlement
3 Administrator shall be authorized to establish a Qualified Settlement Fund (“QSF”) pursuant to IRS rules
4 and regulations in which the Maximum Settlement Amount shall be placed and from which payments
5 required by the Settlement shall be made.

6 57. Payroll Taxes. In accordance with this Settlement and to the fullest extent possible, this
7 Settlement resolves, satisfies and completely extinguishes all of Defendants’ liability with respect to the
8 Class Members except that ADC shall solely be responsible for the Employer’s Share of Payroll Taxes.
9 Upon the transfer of the Maximum Settlement Amount and consistent with the provisions set forth herein,
10 Defendants shall have no further payment or defense obligation whatsoever with respect to any claims
11 covered by this Settlement made or asserted by any person or entity anywhere in the world in connection
12 with the Class Members.

13 58. Duties of the Parties for Final Approval. At the Final Approval Hearing, Plaintiff will
14 request, and Defendants will concur in said request, that the Court grant a Final Order and Judgment.
15 Plaintiff will draft and file a motion for final approval in conformity with any requirements from the Court
16 and will take other action to request the entry of Final Order and Judgment in accordance with this
17 Agreement. In conjunction with the motion for final approval and requesting an award the Class Counsel
18 Award and Class Representative Service Award, Class Counsel shall file a declaration from the Settlement
19 Administrator confirming that the Notice Packet was mailed to all Class Members as required by this
20 Agreement, as well as any additional information Class Counsel, with the input and approval of
21 Defendants, deems appropriate to provide to the Court. The Parties shall take all reasonable efforts to
22 secure entry of the Final Order and Judgment. If the Agreement does not become final for any reason,
23 this Agreement shall be void *ab initio*, and Defendants shall have no obligation to make any payments
24 under the Agreement. The Parties jointly agree pay any Settlement Administration Costs incurred up to
25 that point.

26 59. Final Settlement Approval Hearing and Entry of Final Order and Judgment. Following
27 expiration of the Response Deadline, a Final Approval Hearing shall be conducted by the Court for it to
28 determine whether to grant final approval of the Settlement, including determining the amounts properly

payable for: (i) the Class Counsel Award; and (ii) the Class Representative Service Award. Prior to the Final Approval Hearing, the Settlement Administrator shall provide a written report or declaration to the Parties describing the process and results of the administration of the Settlement to date, which report or declaration shall be filed by Plaintiff with the Court prior to the Final Approval Hearing. If the Court grants final approval of the Settlement, the Settlement Administrator shall post notice of final judgment on its website within seven (7) calendar days of entry of the Final Order and Judgment.

60. Duties of the Parties Following Final Court Approval. Following final approval by the Court of the Settlement provided for in this Settlement Agreement, Class Counsel will submit a proposed final order of approval and judgment with the following provisions, or provisions equivalent to the following:

- a. Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, in the best interests of the Class members, and reached as a result of intensive, non-collusive arms-length negotiations using an experienced mediator, and directing consummation of its terms and provisions;
- b. Approving Class Counsel's application for an award of attorneys' fees and costs and affirming that each side will otherwise bear its own costs and fees and that Defendants shall not be required to pay any amounts other than as set forth in this Agreement;
- c. Approving the Class Representative Service Award to Plaintiff;
- d. Confirming the certification of the Class for the purpose of Settlement only;
- e. Finding that the settlement administration process as stated in this Agreement has been carried out with adequate protections for Class Members and provided them with the best notice reasonably practicable, satisfying the requirements of law and due process;
- f. Rejecting objections (if any) to the Settlement;
- g. Retaining Court jurisdiction after entry of Final Order and Judgment regarding (i) the interpretation and enforcement of the terms of the Settlement, (ii) Settlement

administration matters, and (iii) such post-Final Order and Judgment matters as may be appropriate under court rules or as set forth in this Agreement.;

h. Setting a date when the Parties shall report to the court the total amount that was actually paid to the Class Members; and

i. Entering judgment in this Action barring and enjoining all Participating Class Members from prosecuting against any of the Released Parties, any Released Class Claims or Released PAGA Claims arising during the Released Class Claims Period or Released PAGA Period, upon satisfaction of all payments and obligations hereunder.

61. Notice to the Labor and Workforce Development Agency. Class Counsel is responsible for complying with all requirements of the PAGA governing notice to the LWDA of settlement and/or final judgment. Specifically, Class Counsel will provide a copy of the proposed settlement to the LWDA at the same time that it is submitted to the Court and will further provide a copy of the Court's Final Order and Judgment to the LWDA within ten (10) days after entry as required by Labor Code sections 2699(1)(2)-(3).

62. Nullification of Settlement. In the event: (i) the Court does not enter the Preliminary Approval Order; (ii) the Court does not grant final approval of the Settlement; or, (iii) the Court does not enter the Final Order and Judgment, this Stipulation shall be rendered null and void, any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void from the beginning and this Stipulation and any documents related to it shall not be used by any Class Member or Class Counsel to support any claim or request for class certification in the Action, and shall not be used in any other civil, criminal or administrative action against Defendants or any of the other Released Parties. If Defendants elect to revoke the Settlement, as specified herein, the Parties and any monies required to be paid under this Settlement shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Stipulation, and the Parties shall proceed in all respects as if this Stipulation had not been executed, except that any Settlement Administration Costs already incurred by the Settlement Administrator shall be paid to the Settlement Administrator by Defendants. In the event an appeal is filed from the Court's Final Order and Judgment, or any other appellate review is sought, administration of the

1 Settlement shall be stayed pending final resolution of the appeal or other appellate review and the stay
2 shall only be lifted if the end result of the appeal or other proceeding is that the terms of this settlement
3 agreement are upheld.

4 63. Plaintiff's Waiver of Right to Be Excluded and Object. Plaintiff agrees to sign this
5 Settlement Agreement and, by signing this Settlement Agreement, is hereby bound by the terms herein.

6 64. Waiver of Certain Appeals. Subject to preliminary and final approval of this Settlement,
7 Plaintiff and all Class Members, except those Class Members who make timely and valid Notices of
8 Objection pursuant to the terms of this Agreement, expressly waive the right to appeal. The Parties agree
9 to waive appeals and to stipulate to class certification for purposes of this Settlement only; and either party
10 may appeal any court order that materially alters the Settlement Agreement's terms.

11 65. No Admission by Defendants. The Parties enter into this Agreement to resolve the Action
12 and to avoid the burden, expense and risk of continued litigation. In entering into this Agreement,
13 Defendants do not admit, and specifically deny, that they have: violated any federal, state, or local law;
14 violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws,
15 regulations, or legal requirements; breached any contract; or engaged in any other culpable, wrongful or
16 unlawful conduct with respect to its employees or any other person or entity. Neither this Agreement, nor
17 any of its terms or provisions, nor any of the negotiations connected with it or proceedings, payouts, or
18 other events associated with it, shall be construed as an admission or concession by Defendants of any
19 such violation(s) or failure(s) to comply with any applicable law by Defendants or any Released Parties.
20 Except as necessary in a proceeding to approve, interpret, or enforce the terms of this Agreement, this
21 Agreement and its terms and provisions shall not be offered or received as evidence in any action or
22 proceeding to establish any admission on the part of Defendants or to establish the existence of any
23 condition constituting a violation of, or noncompliance with, federal, state, local or other applicable law.
24 The Parties intend this Settlement to be contingent upon the Preliminary and Final Approval of this
25 Agreement; and in the event Final Approval of this Agreement is not obtained, the Parties do not waive,
26 and instead expressly reserve, their respective rights to prosecute and defend the Action as if this
27 Agreement never existed. In the event that Final Approval of this Agreement is denied by the Court, fails
28 to become effective, or is reversed, withdrawn, or modified by the Court or any other court with

jurisdiction over the Action, the Agreement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection with, further proceedings in the Action.

66. Stipulation for Class Certification. The Parties stipulate to the certification of the Class for purposes of this Settlement only. If, however, the Settlement does not become final for any reason, the Parties' Agreement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection with, whether class certification would be appropriate in any other context in the Action.

67. Confidentiality & Publicity.

- a. The Parties, Class Counsel, and Defense Counsel agree that they will not, unless required by law, communicate or publicize the existence of or terms of the Settlement in a public manner, including but not limited to communicating or publicizing the existence of or the terms of the settlement to members of the press, or to publish such information on any website or social media forum.
- b. Class Counsel agrees not to solicit any Class Members to exclude themselves from the terms of this Agreement. Nothing will prevent Class Counsel from responding to inquiries from Class Members. Defendants agree that they shall not discourage any Class Members from participating in the settlement.
- c. Prior to the motion for preliminary approval and submission of this Agreement to the Court, Class Counsel shall not discuss the terms of the Agreement or the negotiations leading to Agreement with any person other than Plaintiff and Defense Counsel.
- d. Plaintiff acknowledges and agrees that he has not, and will not, discuss the terms of the Settlement with any persons other than Class Counsel prior to filing the motion for preliminary approval and submission of this Agreement to the Court. Plaintiff further acknowledges that at no time will he disclose details of the negotiations leading to this Settlement, including information learned during or after mediation. Plaintiff acknowledges that a breach of these provisions will result in the forfeiture of his Class Representative Service Award.

- 1 e. Plaintiff and Class Counsel agree to maintain the confidentiality of any documents
2 produced, formally or informally, during the course of this Action.
- 3 f. Nothing in this provision will prohibit Plaintiff or Class Counsel from seeking
4 preliminary or final approval of the Settlement or from making any disclosures required
5 by law.
- 6 g. Nothing in this provision will prevent Defendants from communicating with ADC's
7 employees, ownership, or lender concerning the Settlement.
- 8 h. Class Counsel agrees that it will not include or use the Settlement for any marketing or
9 promotional purposes through any social media, website, or professional organization.
10 However, Class Counsel will not be deemed in breach of this provision unless Defense
11 Counsel provides notice of a potential breach and Class Counsel is given ten (10) days
12 to cure the potential breach.

13 68. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement
14 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute
15 a further waiver by such party of the same or any other condition, covenant, right or remedy.
16

17 69. Exhibits and Headings. The terms of this Stipulation include the terms set forth in any
18 attached Exhibits, which are incorporated by this reference as though fully set forth herein. The Exhibits
19 to this Stipulation are an integral part of the Settlement. The descriptive headings of any paragraphs or
20 sections of this Stipulation are inserted for convenience of reference only.

21 70. Amendment or Modification. This Stipulation may be amended or modified only by a
22 written instrument signed by counsel for all Parties or their successors-in-interest or by a court order that
23 does not amend or modify any of the material provisions of this Agreement. Any waiver of any provision
24 of this Agreement shall not constitute waiver of any other provision of this Agreement unless expressly
25 indicated.

26 71. Entire Agreement. This Stipulation and any attached Exhibits constitute the entire
27 agreement between the Parties, and no oral or written representations, warranties, or inducements have
28 been made to Plaintiff or Defendants concerning this Stipulation or its Exhibits other than the

1 representations, warranties, and covenants contained and memorialized in this Stipulation and its Exhibits.
2 No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.
3 This Agreement supersedes any and all prior oral or written understandings, agreements and arrangements,
4 written or oral, express or implied, between the Parties with respect to the Settlement of the Action. The
5 Parties explicitly recognize California Civil Code Section 1625 and California Code of Civil Procedure
6 Section 1856(a), which provide that a written agreement is to be construed according to its terms, and may
7 not be varied or contradicted by extrinsic evidence, and agree that no such extrinsic oral or written
8 representations or terms shall modify, vary, or contradict the terms of this Agreement.

9 72. Authorization to Enter Into Settlement Agreement. Class Counsel and Defense Counsel
10 warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this
11 Stipulation and to take all appropriate actions required or permitted to be taken by such Parties pursuant
12 to this Stipulation to effectuate its terms, and to execute any other documents required to effectuate the
13 terms of this Stipulation. The Parties, Class Counsel and Defense Counsel shall cooperate with each other
14 and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable
15 to reach agreement on the form or content of any document needed to implement the Settlement, or on
16 any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the
17 Parties may seek the assistance of the Court to resolve such disagreement. The person signing this
18 Stipulation on behalf of Defendants represents and warrants that he/she is authorized to sign this
19 Stipulation on behalf of Defendants. Plaintiff represents and warrants that he is authorized to sign this
20 Stipulation and that he has not assigned any claim, or part of a claim, covered by this Settlement to a third-
21 party. The Parties have cooperated in the drafting and preparation of this Stipulation. Hence, in any
22 construction made of this Stipulation, the same shall not be construed against any of the Parties.

23 73. Resolution of Disputes. The Parties agree to refer any disputes related to the drafting of
24 the Agreement and attached documents to mediator Steve Pearl.

25 74. Binding on Successors and Assigns. This Stipulation shall be binding upon, and inure to
26 the benefit of, the successors and assigns of the Parties.

1 75. California Law Governs. All terms of this Stipulation and the Exhibits hereto shall be
2 governed by and interpreted according to the laws of the State of California, without giving effect to any
3 law that would cause the laws of any jurisdiction other than the State of California to be applied.

4 76. Counterparts. This Stipulation may be executed in one or more counterparts. All executed
5 counterparts and each of them shall be deemed to be one and the same instrument.

6 77. This Settlement is Fair, Adequate and Reasonable. Plaintiff represents that this Settlement
7 is a fair, adequate, and reasonable settlement of the Action and he has arrived at this Settlement after
8 extensive arm's-length negotiations, taking into account all relevant factors, present and potential.

9 78. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions
10 of this Agreement. Accordingly, this Agreement shall not be construed more strictly against one Party
11 than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties,
12 it being recognized that, because of the arms-length negotiations between the Parties, all Parties have
13 contributed to the preparation of this Agreement.

14 79. Enforcement Actions. In the event that one or more of the Parties to this Settlement institutes any
15 legal action or other proceeding against any other party or parties to enforce the provisions of this
16 Agreement or to declare rights and/or obligations in dispute under this Agreement, the prevailing party or
17 parties shall be entitled to recover from the non-prevailing party or parties their reasonable attorney's fees
18 and costs, including expert witness fees incurred in connection with any enforcement actions.

19 80. Captions. The captions and section numbers in this Agreement are inserted for the reader's
20 convenience, and in no way define, limit, construe, or describe the scope or intent of the provisions of this
21 Agreement.

22 81. Jurisdiction of the Court. Following entry of the Final Order and Judgment, the Court shall
23 retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this
24 Stipulation and all orders and judgments entered in connection therewith, and the Parties, Class Counsel
25 and Defense Counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing,
26 and enforcing the Settlement embodied in this Stipulation and all orders and judgments entered in
27 connection therewith.
28

1 82. Invalidity of Any Provision. Before declaring any term or provision of this Stipulation
2 invalid, the Parties request that the Court first attempt to construe the terms or provisions valid to the
3 fullest extent possible consistent with applicable precedents so as to define all provisions of this
4 Stipulation as valid and enforceable. In the event the Court declares any material provision of this
5 Stipulation invalid, the Stipulation will be void and its terms will be of no force and effect, except as
6 otherwise agreed to by the Parties in writing.

7 83. Binding Nature of Notice of Class Action Settlement. It is agreed that, because the Class
8 Members are so numerous, it is impossible or impractical to have each Class Member execute the
9 Stipulation. The Notice Packet shall advise all Class Members of the binding nature of the Settlement,
10 and the release of Released Claims and shall have the same force and effect as if this Stipulation were
11 executed by each Participating Class Member.

12 84. No Retaliation. Defendants shall not take any adverse action against any Class Member
13 because of the Action or because of the existence of, and/or participation in, the Settlement, or because
14 they choose to benefit from the Settlement or to object to the Settlement. Defendants shall not take action
15 to discourage Class Members from participating in the Settlement.

16 85. Escalator Clause. This Settlement is based on data provided by Defendants, which shows
17 that, for the Class Period, Class Members worked approximately 10,000 Workweeks. If it is determined
18 that the total number of Workweeks during the Class Period exceeds 11,000 (i.e. increases beyond 10%
19 of 10,000), the Maximum Settlement Amount will be increased on a proportional percentage basis equal
20 to the percentage increase in the number of Workweeks worked by Class Members over 10% of the
21 number set forth in this paragraph, or Defendants will have the option to set the Class Period end date to
22 a date at which the number of Workweeks does not increase by more than 10% of the number set forth in
23 this paragraph.

24
25 **IT IS SO STIPULATED.**

26 Dated: _____

Plaintiff DIEGO ZAMUDIO

1 Dated: _____

Defendant ALUMINUM DIE CASTING CO., INC.

2 By: Michael Bennett

3 Its: President

4
5 Dated: _____

6 Defendant MICHAEL BENNETT

APPROVED AS TO FORM AND CONTENT:

Dated: _____

SROURIAN LAW FIRM

By: _____

Daniel Srourian
Attorneys for Plaintiff
DIEGO ZAMUDIO

Dated: _____

DAVIS WRIGHT TREMAINE LLP

By: _____

Julie Capell
Evelyn Wang
Alexa Graumlich
Attorneys for Defendants
ALUMINUM DIE CASTING CO., INC. and
MICHAEL BENNETT

82. Invalidity of Any Provision. Before declaring any term or provision of this Stipulation invalid, the Parties request that the Court first attempt to construe the terms or provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Stipulation as valid and enforceable. In the event the Court declares any material provision of this Stipulation invalid, the Stipulation will be void and its terms will be of no force and effect, except as otherwise agreed to by the Parties in writing.

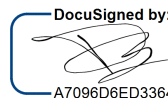
83. Binding Nature of Notice of Class Action Settlement. It is agreed that, because the Class Members are so numerous, it is impossible or impractical to have each Class Member execute the Stipulation. The Notice Packet shall advise all Class Members of the binding nature of the Settlement, and the release of Released Claims and shall have the same force and effect as if this Stipulation were executed by each Participating Class Member.

84. No Retaliation. Defendants shall not take any adverse action against any Class Member because of the Action or because of the existence of, and/or participation in, the Settlement, or because they choose to benefit from the Settlement or to object to the Settlement. Defendants shall not take action to discourage Class Members from participating in the Settlement.

85. Escalator Clause. This Settlement is based on data provided by Defendants, which shows that, for the Class Period, Class Members worked approximately 10,000 Workweeks. If it is determined that the total number of Workweeks during the Class Period exceeds 11,000 (i.e. increases beyond 10% of 10,000), the Maximum Settlement Amount will be increased on a proportional percentage basis equal to the percentage increase in the number of Workweeks worked by Class Members over 10% of the number set forth in this paragraph, or Defendants will have the option to set the Class Period end date to a date at which the number of Workweeks does not increase by more than 10% of the number set forth in this paragraph.

IT IS SO STIPULATED.

Dated: 3/5/2024 _____

DocuSigned by:

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Plaintiff DIEGO ZAMUDIO

1 Dated: 3/5/2024

DocuSigned by:
Mike Bennett
Defendant ALUMINUM DIE CASTING CO., INC.

2 By: Michael Bennett

3 Its: President

4
5 Dated: 3/5/2024

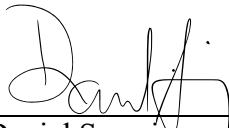
DocuSigned by:
Mike Bennett
Defendant MICHAEL BENNETT

APPROVED AS TO FORM AND CONTENT:

Dated: 03/06/24

SROURIAN LAW FIRM

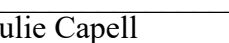
By:


Daniel Srourian
Attorneys for Plaintiff
DIEGO ZAMUDIO

Dated:

DAVIS WRIGHT TREMAINE LLP

By:


Julie Capell
Evelyn Wang
Alexa Graumlich
Attorneys for Defendants
ALUMINUM DIE CASTING CO., INC. and
MICHAEL BENNETT

APPROVED AS TO FORM AND CONTENT:

Dated: _____

SROURIAN LAW FIRM

By: _____

Daniel Srourian
Attorneys for Plaintiff
DIEGO ZAMUDIO

Dated: 3/6/2024

DAVIS WRIGHT TREMAINE LLP

By: _____

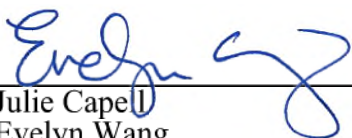

Julie Capell
Evelyn Wang
Alexa Graumlich
Attorneys for Defendants
ALUMINUM DIE CASTING CO., INC. and
MICHAEL BENNETT

EXHIBIT A

NOTICE OF CLASS ACTION AND REPRESENTATIVE ACTION SETTLEMENT

**In the Matter of
Diego Zamudio v. Aluminum Die Casting
Superior Court of California, Riverside County, Case Number CVRI2203981**

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Aluminum Die Casting's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Work Weeks that you are credited with, if you so choose.

Pursuant to the order of the Court, **YOU ARE NOTIFIED AS FOLLOWS:** A class and representative action settlement has been reached between Plaintiff Diego Zamudio ("Plaintiff") and Defendants Aluminum Die Casting Co., Inc. ("ADC") and ADC President and CEO Michael Bennett (collectively, "Defendants") (Plaintiff and Defendants are collectively referred to as the "Parties") pending in the Superior Court of California, County of Riverside, Case Number CVRI2203981 (the "Action"), which may affect your legal rights. On [date of preliminary approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

You have received this Notice of Class Action and Representative Action Settlement (the "Notice") because records indicate that you were employed by ADC in a covered position within the Class Period. This Notice is to advise you of how you can participate in this Settlement or how to be excluded from the Settlement.

PLEASE READ THIS NOTICE CAREFULLY.

I. IMPORTANT DEFINITIONS

"Class" means all persons who currently and/or formerly worked for ADC as an hourly paid employee in California (including those provided through staffing agencies) at any time from September 16, 2018 through and including [date of Preliminary Approval].

"Class Member" means a member of the Class.

"Class Period" means the period from September 16, 2018 through and including [date of Preliminary Approval].

"Class Settlement" means the settlement and resolution of all Released Class Claims.

"PAGA Aggrieved Employees" means all persons who currently and/or formerly worked for ADC as an hourly paid employee in California (including those provided through staffing agencies) at any time from September 16, 2021 through and including [date of Preliminary Approval].

"PAGA Period" means the period from September 16, 2021 through and including [date of Preliminary Approval].

"PAGA Settlement" means the settlement and resolution of all Released Private Attorneys' General Act ("PAGA") Claims.

II. WHAT IS THE PURPOSE OF THIS NOTICE?

You received this Notice because ADC's records identify you as a Class Member as defined by this Notice. You may also be a PAGA Aggrieved Employee if you worked as an hourly employee for ADC during the PAGA Period, as defined below. This Notice provides you with information about the terms of the settlement, including claims that are being released, the total monetary amount of the settlement, your estimated individual settlement amount if you remain a Class Member, court hearings that will be held to approve the settlement, and where to find additional information.

No action needs to be taken to receive money under the settlement. If you do nothing, you will be automatically included and do not need to take any further action to receive a payment. ADC will not fire, punish, retaliate, or otherwise discriminate against any ADC employee because he or she chooses to participate in this settlement, chooses not to participate, or objects to the settlement.

III. WHAT IS THE LAWSUIT ABOUT?

On September 16, 2022, Plaintiff filed a putative class action lawsuit in Riverside County Superior Court against Defendants in which he alleges violations of California wage-and-hour laws on behalf of himself and all of ADC's current and former hourly paid employees in California. In January 2023, Plaintiff filed a First Amended Class Action Complaint (the "First Amended Complaint") asserting putative class and representative action claims for damages under the California Labor Code and for civil penalties pursuant to the California Labor Code Private Attorneys General Act ("PAGA").

Plaintiff alleges that the Class was not paid regular, minimum, or overtime wages or final wages upon separation from employment, as required by California law; was not provided meal and rest periods under the California Labor Code and Industrial Welfare Commission's Wage Orders (the "Wage Orders"); was not reimbursed for all business-related expenses; and was not provided wage statements with information specified in the California Labor Code. Plaintiff also alleges violations of the California Business and Professions Code Section 17200. Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendants deny all of the allegations in the Action or that it or any employee of ADC violated any law. Defendants contend that their conduct is and has been lawful at all times relevant and that Plaintiff's claims do not have merit. Considering the risks, uncertainties, inconvenience, and expense associated with the Action, the Parties have concluded that it is in the best interests of the Parties and the Class Members to settle the Action on the terms summarized in this Notice.

The Parties participated in mediation with a respected class action mediator, and as a result of the mediator's efforts, the Parties reached a settlement. The Parties have since entered into the Stipulation for Settlement and Release of Class Action and PAGA Claims (the "Settlement" or "Settlement Agreement").

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. This means that Riverside County Superior Court Judge Harold Hopp has determined on a preliminary basis that there is sufficient evidence to suggest that the proposed Settlement might be fair, reasonable, and adequate and in the best interests of the Class, subject to a final fairness hearing discussed below. The Settlement is not an admission of liability on the part of Defendants. The Court has not ruled on the merits of Plaintiff's claims or Defendants' defenses.

IV. WHO ARE THE ATTORNEYS FOR THE PARTIES?

Attorneys for Plaintiff and the Class

Daniel Srourian, Esq.
SROURIAN LAW FIRM, P.C.
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Email: daniel@slfla.com

Attorneys for Defendants

Julie M. Capell (State Bar No. 226662)
Evelyn F. Wang (State Bar No. 273622)
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Los Angeles, California 90017-2566
Telephone: (213) 633-6800
Fax: (213) 633-6899
Email: juliecapell@dwt.com
evelynwang@dwt.com

ALEXA A. GRAUMLICH (State Bar No. 318532)
DAVIS WRIGHT TREMAINE LLP
50 California Street, 23rd Floor
San Francisco, California 94111-4701
Telephone: (415) 276-6500
Fax: (415) 276-6599
Email: alexagraumlich@dwt.com

The Court has decided that the attorneys for Plaintiff and the Class are qualified to represent the Class. Other than the attorneys' fees and costs outlined in Section V below, which will be paid out of the Maximum Settlement Amount, you will not be charged for their services.

V. WHAT IS THE PROPOSED SETTLEMENT AND CALCULATION OF PAYMENTS?

The Parties have agreed to the Settlement generally described below:

Without admitting any wrongdoing, Defendants agreed to pay \$350,000 (the "Maximum Settlement Amount" or "MSA") to resolve the Lawsuit. This amount will be paid in its entirety by Defendants. The following payments will be made from the Maximum Settlement Amount: (i) reasonable settlement administration costs not to exceed \$10,000; (ii) payment of attorneys' fees to Class Counsel not to exceed \$116,666.67 and reasonable litigation costs not to exceed \$12,500, all to be approved by the Court; (iii) a payment of \$33,750 (75% of the \$45,000 total amount allocated) to the California Labor & Workforce Development Agency ("LWDA") for settlement of penalties under the Private Attorneys General Act of 2004 and payment of \$11,250 (the "Net PAGA Amount") (25% of the \$45,000 total amount allocated) to those PAGA Aggrieved Employees who worked during the PAGA Period (defined above); and (iv) a Class Representative Service Award to the Plaintiff (also referred to herein as the "Class Representative") in an amount not to exceed \$5,000, and to be approved by the Court.

The amount remaining from the Maximum Settlement Amount after the above deductions constitutes the Net Class Amount, which will be allocated to all Class Members who do not submit a timely and valid Request for Exclusion (the "Participating Class Members"). The calculations for Individual Settlement Awards to Participating Class Members and Individual PAGA Settlement Payments to PAGA Aggrieved Employees are described below.

Individual Settlement Awards to All Participating Class Members. Each Participating Class Member will receive an Individual Settlement Award from the Net Class Amount. **The estimated amount of your Individual Settlement Award is indicated below. This is just an estimate of the payment you could be eligible to receive under the Settlement.** Your payment could vary depending on the number of Class Members who choose to opt out, as well as whether any Class Member disputes their number of credited workweeks.

Individual Settlement Awards to Participating Class Members will be based on each Participating Class Member's pro-

pro rata share of the Net Class Amount using his or her total number of weeks worked as hourly employee during the Class Period ("Class Workweeks"). The value of each Class Workweek will be determined by dividing the Net Class Amount by the total number of Class Workweeks worked by all Participating Class Members during the Class Period. Each Participating Class Member will receive an Individual Settlement Award equal to the number of Class Workweeks they worked multiplied by the value of a Class Workweek.

Your unique settlement share as a Class Member is currently estimated to be \$<<EST CLASS SHARE>> based on the following amount of Class Workweeks: <<EST CLASS WORK WEEKS>>.

If you dispute the information above, you may contact the Settlement Administrator in writing using the contact information in Section X below. Any dispute should include: (1) your name; (2) your address; (3) your telephone number; (4) the case name; (5) a signature; (6) the number of Class Workweeks you believe is correct; and (7) any evidence you have to prove the number of contested Class Workweeks. **The dispute must be post-marked or fax time-stamped no more than forty five (45) days after the mailing of this Notice.** The Settlement Administrator will then advise Defendants of the dispute, giving them the opportunity to present written documentation to the Settlement Administrator. The Settlement Administrator will make any final decisions regarding the number of Class Workweeks and Individual Settlement Awards.

Defendants will make payments to Participating Class Members pursuant to the Court-approved plan of distribution as described in the Settlement, based on the number of Class Workweeks worked by each Participating Class Member during the Class Period. Defendants will be responsible for separately paying their share of the payroll taxes on any portion of the Settlement allocated to wages, and this amount will not be deducted from the Maximum Settlement Amount. Participating Class Members will have 180 days to cash their settlement checks. If a Class Member does not cash his or her settlement check within 180 days, the un-cashed, plus any accrued interest that has not been distributed pursuant to the order of the Court, shall be voided by the Settlement Administrator and the Settlement Administrator shall transmit the funds represented by such checks to the California State Controller Unclaimed Property fund pursuant to governing law to be held there for the benefit of Class Members under California's escheatment laws. Participating Class Members will be bound by the Settlement even if they do not cash their settlement checks.

Ten percent (10%) of the Individual Settlement Awards will be allocated as wages, for which Participating Class Members will receive a W-2, and ninety percent (90%) will be allocated as penalties, liquidated damages, interest, and other non-wage payments, for which he or she will receive a Form 1099. None of the Parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Participating Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member. Any amount paid to Participating Class Members will not count or be counted for determination of eligibility for, or calculation of, any employee benefits (for example, vacations, holiday pay, retirement plans, non-qualified deferred compensation plans, etc.), or otherwise modify any eligibility criteria under any employee pension benefit plan or employee welfare plan sponsored by ADC, unless otherwise required by law.

Individual PAGA Settlement Payments to PAGA Aggrieved Employees. Each PAGA Aggrieved Employee will receive an Individual PAGA Settlement Payment on a pro-rata basis representing that PAGA Aggrieved Employee's share of the Net PAGA Amount, calculated according to the number of workweeks worked during the PAGA Period ("PAGA Workweeks").

PAGA Aggrieved Employees will receive an Individual PAGA Settlement Payment regardless of whether they exclude themselves from the Class. If you are a PAGA Aggrieved Employee, the estimated amount of your share of the Individual PAGA Settlement Payment is indicated below. The value of each PAGA Workweek will be determined by dividing the Net PAGA Amount by the total number of PAGA Workweeks worked by all PAGA Aggrieved Employees during the PAGA Period. Each PAGA Aggrieved Employee will receive an Individual PAGA Settlement Payment equal to the number of PAGA Workweeks they worked multiplied by the value of a PAGA Workweek.

To dispute your number of PAGA Workweeks or your Individual PAGA Settlement Payment, the procedure is the same

as described above for Participating Class Members. The Net PAGA Amount will be available exclusively to pay PAGA Aggrieved Employees for settlement of the Released PAGA Claims (see Section VI, below). The Individual PAGA Settlement Payments will be allocated as penalties for which Form 1099s will be issued.

[IF CLASS MEMBER IS ALSO A PAGA AGGRIEVED EMPLOYEE] Your unique settlement share as a PAGA Aggrieved Employee is currently estimated to be \$<<EST PAGA SHARE>> based on the following amount of PAGA Workweeks: <<EST PAGA WORK WEEKS>>.

According to Plaintiff's calculations, the highest estimated recovery for Participating Class Members and PAGA Aggrieved Employees is \$XXX and the lowest estimated recovery is \$XXX.

VI. WHAT AM I RELEASING AS A PARTICIPATING CLASS MEMBER AND/OR PAGA AGGRIEVED EMPLOYEE?

After the Court's judgment is final and ADC has fully funded the Maximum Settlement Amount, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself, you cannot sue, continue to sue, or be part of any other lawsuit against ADC and any of its past and/or present officers, directors, and employees for any of the Released Class Claims described below. To the extent required under applicable law, Participating Class Members who cash, deposit, or otherwise negotiate their Individual Settlement Award will be deemed to have opted-in to the Action for purposes of the release of Released Class Claims.

After the court's judgment is final, and ADC has fully funded the Maximum Settlement Amount, the LWDA and the Aggrieved Employees will be legally barred from asserting PAGA claims against ADC and any of its past and/or present officers, directors, whether or not they exclude themselves from the Settlement. This means that Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against ADC and any of its past and/or present officers, directors for any of the Released PAGA Claims described below.

Release by Plaintiff and Other Participating Class Members. Upon entry of final judgment and funding of the Maximum Settlement Amount, Plaintiff and all other Participating Class Members shall be deemed to have released any and all claims, demands, rights, liabilities, and/or causes of action, of any and all claims that have been or could have been alleged or asserted in the operative pleading filed in the Action reasonably related to or arising out of the facts and theories alleged therein and in any related notices sent to the LWDA, during the Class Period, including but not limited to claims for or based on any type of minimum, regular, overtime or other wages; any alleged failure to provide, authorize or permit compliant meal and rest periods; any alleged failure to pay any wages timely or at all during and/or upon termination of employment; any alleged failure to provide accurate, itemized wage statements; any alleged failure to reimburse business expenses; any alleged or actual failure to keep accurate records; any alleged or actual violations of Labor Code sections 1198 and 1199; any alleged or actual violations of Labor Code section 216; any alleged or actual failure to pay employees in compliance with Labor Code section 204; derivative violations of the California Unfair Competition Law and/or relief under PAGA; and any alleged or actual failure to pay interest or penalties owed as a result of any and all of the foregoing (the "Released Class Claims") against Defendants and their directors, officers, and employees (the "Released Parties"). Plaintiff and Class Members who do not Request Exclusion will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged with respect to all of the Released Parties for any and all Released Claims that accrued from September 16, 2018 through [preliminary approval date] (the "Released Claims Period") and do not arise under PAGA. The Plaintiff and Participating Class Members will release Defendants and the Released Parties from all remedies that could be claimed in connection with the Released Class Claims including but not limited to, statutory, constitutional, contractual damages, unpaid costs, penalties, punitive damages, interest, attorneys' fees, litigation costs, restitution, and equitable relief.

The Class and each member of the Class who has not submitted a valid Request for Exclusion, fully releases and discharges the Released Parties for the Released Class Claims for any period during the Released Class Claims Period. The Parties agree for settlement purposes only that, because the Class Members are so numerous, it is

impossible or impracticable to have each Class Member execute this Agreement. Accordingly, this Notice will advise all Class Members of the binding nature of the release of Released Class Claims and Released PAGA Claims, and such notice shall have the same force and effect as if the Agreement were executed by each Class Member. Plaintiff and Class Counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or rights herein released and discharged, except as set forth herein. The Parties agree that this is a settlement of disputed claims not involving undisputed wages, and that Labor Code Section 206.5 is therefore inapplicable.

Release of PAGA Claims by PAGA Aggrieved Employees. Upon entry of final judgment and funding of the Maximum Settlement Amount, Plaintiff, all PAGA Aggrieved Employees, and the State of California will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged the Released Parties of all claims for civil penalties pursuant to PAGA that are reasonably related to or arising out of the factual allegations in the operative pleading in the Action and/or Plaintiff's PAGA notice to the California Labor and Workforce Development Agency which occurred during the PAGA Period (collectively, the "Released PAGA Claims") and that arose from September 16, 2021 through the [preliminary approval date] (the "Released PAGA Claims Period"). The Plaintiff and Participating Class Members will release Defendants and the Released Parties from all remedies that could be claimed in connection with the Released PAGA Claims, including but not limited to, statutory damages and penalties, interest, attorneys' fees, litigation costs, and any other available relief. This release shall extend to all such claims accrued during the PAGA Period. This release shall be binding on all PAGA Aggrieved Employees regardless of whether they submit a valid Request for Exclusion from the Class.

PAGA Aggrieved Employees cannot opt-out or exclude themselves from the PAGA release in the Settlement and will receive an Individual PAGA Settlement Payment even if they opt-out of the Class Settlement.

Plaintiff has also agreed to a separate general release of all claims, including a waiver of California Civil Code Section 1542, against Defendants.

VII. WHEN IS THE FINAL FAIRNESS HEARING?

A final approval hearing will be held before the Honorable Harold Hopp on <<DATE>> at <<TIME>>, to determine whether the proposed Settlement is fair, reasonable and adequate and should be finally approved by the Court. The hearing will take place in Department 1 of the Riverside County Superior Court located at 4050 Main Street, Riverside, California 92501. The date and time of the final approval hearing is subject to change by the Court. Please check the Court's website for updates ([Superior Court of California, County of Riverside](#)). **You are not required to attend the hearing in order to participate in the Settlement.** If the Court finally approves the Settlement as fair, reasonable and adequate, this Final Judgment will be posted on the Settlement Administrator's website at <<SETTLEMENT ADMINISTRATOR'S WEBSITE>>.

VIII. WHAT ARE MY OPTIONS WITH REGARD TO THIS MATTER?

If you fit the description of a Class Member as set forth in this Notice, you have three options. Each option has its own consequences, which you should understand before making your decision. Your rights regarding each option, and the procedure you must follow to select each option, follow.

A. Option One: Do Nothing, Release Your Claims (As Stated Above) And Receive An Individual Settlement Award.

Class Counsel, appointed and approved by the Court for Settlement purposes only, will represent your interests. You will receive a settlement payment after the Settlement has been finally approved by the Court. If you are also a PAGA Aggrieved Employee, you will also receive an Individual PAGA Settlement Payment from the 25% allocation of PAGA Penalties. The judgment will bind all Class Members who do not request exclusion (Option Two below). Any Class Member who does not request exclusion may, if the member so desires, enter an appearance through his or her own

lawyer.

B. Option Two: You Can Exclude Yourself From The Settlement.

If you do not wish to participate in or be bound by the Settlement, you must submit a written statement requesting to be excluded from the Class no more than forty-five (45) days after the date when this Notice was mailed to you ("Request for Exclusion"). An Exclusion Form is included with this Notice. Such a written Request for Exclusion should: (a) be signed by the Class Member; (b) contain the name, address and telephone number of the Class Member requesting exclusion; (c) clearly state that the Class Member does not wish to be included in the settlement; (d) be returned by fax or mail to the Settlement Administrator at the specific address and/or facsimile number; and be postmarked or faxed on or before [Response Deadline].

If you Request Exclusion, you will not receive any money from the Net Class Amount, nor will you be considered to have released any class claims alleged in this Lawsuit during the Released Class Claims Period (defined above), except for the release of Released PAGA Claims during the Released PAGA Claims Period (also defined above). To the extent that you were employed as an hourly employee during the PAGA Period (defined above), you will still receive an Individual PAGA Settlement Payment from the 25% allocation of PAGA Penalties representing settlement of penalties under the Private Attorneys General Act of 2004. Upon the date on which the Maximum Settlement Amount has been fully paid by Defendants, you will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims that arose during the Released PAGA Claims Period (set forth herein).

If you request exclusion from the Settlement, you may not pursue any recovery under the Settlement (your share of the 25% allocation of PAGA Penalties, if you are a PAGA Aggrieved Employee under the Private Attorneys General Act, will still be automatically be sent to you). You may, however, pursue other remedies separate and apart from the Settlement that may be available to you.

C. Option Three: You May Object to the Settlement.

If you are a Class Member, and you do not exclude yourself from the Class, you may object to the Settlement before final approval of the Settlement by the Court. If you choose to object to the Settlement, you may appear at the final approval hearing on your own behalf, or through an attorney that you hire and pay for yourself.

In order to object to the Settlement, or any portion of it, you must submit any such written objection to the Settlement Administrator no more than forty-five (45) days after the date when this Notice was mailed to you, by [Response Deadline]. The postmark date or fax time-stamp will be the exclusive means by which the Settlement Administrator will determine whether a Notice of Objection is timely. The Notice of Objection should include: (a) the objector's full name, signature, address, and telephone number, (b) a written statement of all grounds for the objection accompanied by any legal support for such objection, and (c) copies of any papers, briefs, or other documents upon which the objection is based. A Notice of Objection Form is included with this Notice.

Filing a Notice of Objection will not exclude you from the Settlement. If the Court grants final approval, you will still receive an Individual Settlement Award and will be barred from pursuing the Released Class Claims. **Do not file both an Objection and Request for Exclusion.** If you file both, you will be excluded from the Settlement and the Objection will not be considered.

IX. **SHOULD I GET MY OWN LAWYER?**

You do not need to get your own lawyer. If you want your own lawyer to speak for you or appear in Court, you have the right to hire one, but you will have to pay for that lawyer yourself.

X. **WHO CAN I CONTACT IF I NEED INFORMATION OR HAVE FURTHER QUESTIONS?**

The information contained in this Notice is only a summary of the litigation and the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should consult the detailed Amended Joint Stipulation of Class Action and PAGA Settlement (the “Settlement Agreement”) and Preliminary Approval Order. The Settlement Agreement (attached as Exhibit 1 to the Declaration of Daniel Srourian filed in support of Plaintiff’s Unopposed Motion for Preliminary Approval of the Class Action and PAGA Settlement filed on [REDACTED]) and all other documents relating to the lawsuit are also available for inspection and/or copying at the Civil Records Office of the Riverside County Superior Court located at 4050 Main Street, Riverside, CA 92501. You may also access the Settlement Agreement and other matter documents online at online at: <http://www.public-access.riverside.courts.ca.gov/openaccess/civil>. Additional information is also available from Class Counsel, whose contact information is available in Section IV, or the Settlement Administrator.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT.

The court-appointed Administrator for this Settlement is as follows:

Diego Zamudio v. Aluminum Die Casting

Phoenix Class Action Administration Solutions

[ADDRESS]

If you have questions, you may call the Settlement Administrator, toll free at [Number]. Ask about the *Diego Zamudio v. Aluminum Die Casting* Settlement.

EXCLUSION FORM

**In the Matter of
Diego Zamudio v. Aluminum Die Casting Co., Case No. CVRI2203981, Superior Court of California, Riverside
County**

**This is NOT a Claim Form. It EXCLUDES you from this Class Action Settlement.
DO NOT use this Form if you wish to participate in this Class Action Settlement.
If you exclude yourself, you will not receive a payment from the Class Action Settlement.**

Name of Class Member: _____

Address: _____

Telephone Number: _____

Last Four Digits off Social Security Number: _____

It is my decision not to participate in the class action settlement in *Diego Zamudio v. Aluminum Die Casting*. I understand that by opting-out of this Class Action Settlement, I will not be eligible to receive any Individual Settlement Award from the class action settlement. However, I will still receive an Individual PAGA Settlement Payment, if applicable, regardless of whether I exclude myself from the class action. I further understand that by opting-out, all personal representatives, spouses, and relatives who on account of a personal relationship to me might assert a claim for money will be deemed to have opted-out as well.

I confirm that I am and/or was employed as an hourly employee of ADC within the State of California from September 16, 2018 to [date of preliminary approval]. I confirm that I received and reviewed the Notice of Class and PAGA Settlement in this action. I have decided to be excluded and not to participate in the proposed settlement.

Date Signed

Signature of Class Member

This form must be postmarked to the Settlement Administrator, Phoenix Class Action Administration Solutions, at the below address NO LATER THAN [Response Deadline], at the address below, or else you will lose your right to opt out.

Diego Zamudio v. Aluminum Die Casting
Phoenix Class Action Administration Solutions
[ADDRESS]

NOTICE OF OBJECTION FORM

Diego Zamudio v. Aluminum Die Casting, Case No. CVRI2203981, Superior Court of California, Riverside County

Fill out this Notice of Objection Form *only* if you wish to object to the Settlement. If you have no objection to the Settlement, you do not have to do anything to receive Settlement benefits. Please note, *you cannot submit this Notice of Objection Form if you have or plan to submit a Request for Exclusion*. Objecting to the Settlement is simply telling the Court that you do not like something about the Settlement. You can object only if you wish stay in the Class. Excluding yourself is telling the court that you do not want to be a part of the Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

If you wish to object to the Settlement, fill out this Notice of Objection Form in its entirety, sign it, and return it to the Settlement Administrator at the address listed below by First Class U.S. Mail, postmarked no later than **[Response Deadline]**, or by returning it to the Settlement Administrator by fax no later than **[Response Deadline]**. Class Members who wish to object to the Settlement may appear at the Final Approval hearing to have their objection heard by the Court. Please attach copies of any papers, briefs, or other documents upon which your objection is based.

Diego Zamudio v. Aluminum Die Casting
Phoenix Class Action Administration Solutions
[Settlement Administrator Address - City, State Zip, Telephone Number]

Please print legibly

Name (print): _____

Last Four Digits of Social Security# and/or Full Employee ID#: _____

Mailing Address: _____

City: _____ State: _____ Zip code: _____ Telephone#: _____

The Reasons for your Objection: _____

Date: _____

Signature