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

CHRISTOPHER KARSBERG, JR.,
individually, and on behalf of all others
similarly situated,

Plaintiff,

vs.

SEGUNDO METAL PRODUCTS, INC., a
California corporation; and DOES 1 through
10, inclusive,

Defendants

Case No.: 23CV037480

[Assigned for All Purposes to the Honorable Brad
Seligman, Department 23]

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

Action Filed: June 30, 2023
FAC Filed: October 31, 2023
Trial Date: Not Set

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(formerly known as Segundo Metal Products, Inc.)

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

This Joint Stipulation of Class Action and PAGA Settlement and Release (hereinafter, the “Settlement Agreement”) is made and entered into by and between Plaintiff Christopher Karsberg, Jr. (“Plaintiff”), as an individual and on behalf of all others similarly situated, and Defendant Advantage Metal Products, Inc. (formerly known as Segundo Metal Products, Inc.) (“Defendant”) (collectively, the “Parties”).

DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Advantage Metal Products (aka Segunda Metal Products, Inc.) entitled *Karsberg v. Segundo Metal Products, Inc.*, Case No. 23CV037480 initiated on June 30, 2023, and pending in Superior Court of the State of California, County of Alameda.

2. “Plaintiff” or “Class Representative” means Plaintiff Christopher Karsberg, Jr.

3. “Defendant” means Defendant Advantage Metal Products, Inc., formerly known as Segundo Metal Products, Inc.

4. “Qualified Settlement Fund” or “QSF” means fund within the meaning of Treasury Regulation section 1.468B-1, 26 C.F.R. § 1.468B-1 et seq., which is established by the Settlement Administrator for the benefit of Class Members, Aggrieved Employees, Plaintiff and Class Counsel.

5. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and approved by the Court for Plaintiff’s Counsel’s litigation and resolution of the Action, and all costs incurred and to be incurred by Plaintiff’s Counsel in the Action, including, but not limited to, costs associated with documenting the Settlement, providing any notices required as part of the Settlement or Court order, securing the Court’s approval of the Settlement, administering the Settlement, and expenses for any experts. Plaintiff’s Counsel will request attorneys’ fees not in excess of One Hundred Sixteen Thousand Six Hundred Fifty-Five Dollars and Zero Cents (\$116,655.00) (comprising 33.33% of the Gross Settlement Amount). The Attorneys’ Fees and Costs will also mean and include the additional reimbursement of any costs and expenses associated with Plaintiff’s Counsel’s litigation and settlement of the Action, not to exceed Twenty-Five Thousand Dollars and

1 Zero Cents (\$25,000), subject to the Court's approval. Defendant has agreed not to oppose Plaintiff's Counsel's
2 request for fees and reimbursement of costs and expenses as set forth above.

3 6. "Settlement Administrator" means Simpluris, a third-party class action settlement
4 administrator agreed to by the Parties and approved by the Court for the purposes of administering this
5 settlement. The Parties each represent that they do not have any financial interest in the Settlement
6 Administrator that could create a conflict of interest.

7 7. "Settlement Administration Expenses" means the costs payable from the Gross Settlement
8 Amount to the Settlement Administrator for administering this Settlement, including, but not limited to,
9 printing, distributing, and tracking documents for this Settlement, calculating estimated amounts per Class
10 Member, tax reporting, distributing the Gross Settlement Amount, and providing necessary reports and
11 declarations, and other duties and responsibilities set forth herein to process this Settlement, and as requested
12 by the Parties. The Settlement Administration Expenses will be paid from the Gross Settlement Amount,
13 including, if necessary, any such costs in excess of the amount represented by the Settlement Administrator as
14 being the maximum costs necessary to administer the settlement. The Settlement Administration Costs are
15 currently estimated to be no more than Seven Thousand Dollars and Zero Cents (\$7,000.00). To the extent
16 actual Settlement Administrations Costs are greater than Seven Thousand Dollars and Zero Cents (\$7,000.00),
17 such excess amount will be deducted from the Gross Settlement Amount.

18 8. "Class Counsel" means Moon Law Group, PC.

19 9. "Defendant's Counsel" means Greenberg Traurig, LLP.

20 10. "Class List" means a complete list of all Class Members that Defendant will diligently and in
21 good faith compile from their records and provide to the Settlement Administrator within fourteen (14) calendar
22 days after Preliminary Approval of this Settlement. The Class List will be formatted in a readable Microsoft
23 Office Excel spreadsheet and will include each Class Member's full name; last known mailing address; Social
24 Security number; and date of hire and termination date and/or the total number of Workweeks worked by each
25 Class Member during the Class Period ("Individual Workweeks"), the number of PAGA Pay Periods for each
26 Aggrieved Employee.

27 11. "Class Period" means the period from June 30, 2019 to the date this Court approves this
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Settlement.

12. “PAGA Period” means the period from June 30, 2022 to the date this Court approves this Settlement.

13. “Class Member(s)” means all persons who worked for Defendant as non-exempt, hourly paid employees in California at any during the period from June 30, 2019 to the date this Court approves this Settlement.

14. “PAGA Members(s)” or “Aggrieved Employee(s)” means all persons who worked for Defendant as non-exempt, hourly paid employees in California at any time during the period from June 30, 2022 to the date this Court approves this Settlement.

15. “Class Representative Enhancement Payment” means the amount to be paid to Plaintiff in recognition of his effort and work in prosecuting the Action on behalf of Class Members, and for his general release of claims. Subject to the Court granting final approval of this Settlement Agreement and subject to the exhaustion of any and all appeals, Plaintiff will request Court approval of a Class Representative Enhancement Payment of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00). Defendant has agreed not to oppose Plaintiff’s Counsel’s request for the enhancement payment in the amount set forth above.

16. “Gross Settlement Amount” means the maximum settlement amount of Three Hundred Fifty Thousand Dollars and Zero Cents (\$350,000.00) to be paid by Defendant in full satisfaction of all claims arising from the Action, which includes all Individual Settlement Payments to Participating Class Members, the Class Representative Enhancement Payment to Plaintiff, Settlement Administration Costs to the Settlement Administrator, the LWDA Payment, and the Attorneys’ Fees and Costs. Defendant will be separately responsible for any employer payroll taxes required by law, including the employer FICA, FUTA, and SDI contributions.

17. “Effective Date” means the latest of the following dates: (i) if no Class Member objects to the Settlement, then the date the Court enters an order granting Final Approval of the Settlement; (ii) if a Class Member objects to the Settlement, then the day after the deadline for filing an appeal of the Final Approval Order, assuming no appeal is filed; or (iii) if a timely appeal is filed, then the date of final resolution (“Judgment”) of that appeal (including any requests for rehearing and/or petitions for writs of *certiorari*),

resulting in final judicial approval of the Settlement.

18. “Final Approval” means the Court entering an order granting Final Approval of the Settlement Agreement.

19. “Final Approval Order” means the order granting Final Approval of Class Action and PAGA Action Settlement and Judgement entered by the Court.

20. “Operative Complaint” means the First Amended Complaint, filed on October 31, 2023, in this Action.

21. “Individual Settlement Payment” means each Class Member’s share of the Net Settlement Amount, to be distributed to the Class Members who do not opt out.

22. “LWDA Payment” means the amount that the Parties have agreed to pay to the Labor and Workforce Development Agency (“LWDA”) in connection with the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”). The Parties have agreed that Thirty Thousand Dollars and Zero Cents (\$30,000.00) of the Gross Settlement Amount will be allocated to the resolution of any Aggrieved Employees’ claims arising under PAGA. Pursuant to PAGA, Seventy Five Percent (75%), or Twenty-Two Thousand, Five Hundred Dollars and Zero Cents (\$22,500.00) of the LWDA Payment will be paid to the LWDA, and Twenty Five Percent (25%), or Seven Thousand, Five Hundred Dollars and Zero Cents (\$7,500.00) of the LWDA Payment will be included in the Net Settlement Amount for Aggrieved Employees.

23. “Net Settlement Amount” means the portion of the Gross Settlement Amount remaining after deduction of the approved Class Representative Enhancement Payment, Settlement Administration Costs, LWDA Payment, and the Attorneys’ Fees and Costs. The Net Settlement Amount will be distributed to Participating Class Members.

24. “Notice of Class Action Settlement” means the document, substantially in the form attached as **Exhibit A**, that will be mailed to Class Members’ last known addresses, and which will provide Class Members with information regarding the Action and information regarding the settlement of the Action.

25. “Notice of Objection” means a Class Member’s valid and timely written objection to the Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the objector’s, or his or her representative’s full name, signature, address, and telephone number, (b) a written statement of all grounds for

the objection; and (c) copies of any papers, briefs, or other documents upon which the objection is based. Class Members may (though are not required to) appear at the Final Approval Hearing, either in person or through the objector's own counsel, at his or her own expense, and orally object to the Settlement. A Class Member may also submit a written objection and appear at the Final Approval Hearing.

26. "Participating Class Members" means all Class Members who do not submit valid and timely Requests for Exclusion.

27. "Preliminary Approval" means the Court order granting preliminary approval of the Settlement Agreement.

28. "Released Claims" means all claims which, upon the Effective Date and full funding of the Gross Settlement Amount by Defendant, the Plaintiff, the Participating Class Members, and the Aggrieved Employees will release in exchange for the consideration provided for by this Settlement Agreement, consisting of all known and unknown claims, rights, demands, liabilities, and causes of action, in law or in equity, arising at any time during the Class Period that were or could have been pleaded based on, arising from, or related to, the factual allegations set forth in the Operative Complaint and in the June 30, 2023, Notice of Labor Code Violations and PAGA Penalties sent to the LWDA and Defendant, including but not limited to alleged violations of: (i) all claims for unpaid minimum and straight time wages; (ii) all claims for unpaid overtime and double time wages; (iii) all claims for meal and rest break violations; (iv) all claims for failure to maintain accurate employment records; (v) all claims for unreimbursed business expenses; (vi) all claims for the failure to timely pay wages upon termination; (vii) all claims for failure to timely pay wages during employment; (viii) all claims for wage statement violations; and (ix) all claims that could arise under Business & Professions Code §§ 17200, *et seq.* The Released Claims include, but are not limited to, claims under California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2699, *et. sq.*, and 2802, and California Business & Professions Code §§ 17200, *et. seq.*, and the related applicable IWC Wage Orders.

29. "Released PAGA Claims" means all claims under the Private Attorneys General Act ("PAGA"), California Labor Code section 2698 *et seq.*, and demands for related interest and attorneys' fees on the penalties, that were asserted or could have been asserted based on the factual allegations set forth in the

Operative Complaint and the June 30, 2023, Notice of Labor Code Violations and PAGA Penalties sent to the LWDA and Defendant, including penalties for: (i) all claims for unpaid minimum and straight time wages; (ii) all claims for unpaid overtime; (iii) all claims for meal and rest break violations; (iv) all claims for unreimbursed business expenses; (v) all claims for the failure to timely pay wages upon termination; (vi) all claims for failure to timely pay wages during employment; and (vii) all claims for wage statement violations. The Released PAGA Claims include, but are not limited to, claims premised on violation of California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2699, *et. sq.*, and 2802, and the related applicable IWC Wage Orders. As a result of this release, the LWDA, whether directly or through the Aggrieved Employees acting as agent or proxy for the LWDA will be unable to bring a claim under, or recover in any other claim brought under, the California Private Attorneys General Act, California Labor Code § 2698 *et seq.*, for any violations of the Released Claims that took place during the PAGA Period. If any Aggrieved Employee does bring a claim for penalties brought on behalf of the LWDA, Defendant can assert this Settlement as a defense. This Settlement has claim preclusion, issue preclusion, or other effects if an Aggrieved Employee were to bring a subsequent claim on behalf of the LWDA concerning the same primary rights that were at issue in this case. Any such defense would exist because of the claim and issue preclusion effect against the LWDA. (See *Lacour v. Marshalls of CA, LLC* (2021) 2021 WL 22111953 [addressing “claim preclusion effect of settlements of claims brought as an agent or proxy of the LWDA under PAGA”]).

30. “Released Parties” means Defendant and all of its current and former officers, directors, employees, shareholders, members, agents, trustees, representatives, attorneys, insurers, reinsurers, parent companies, subsidiaries, divisions, affiliates, predecessors, successors, assigns, as well as any individual or entity that could be alleged to be jointly liable with Defendant from those claims asserted in the Action or any other claims that could have been asserted in the Action based on the facts alleged, including but not limited to, minimum wages; overtime and double time wages; meal and rest breaks; failure to maintain accurate employment records; wage statement violations; separation pay violations; failure to reimburse business expenses; unfair business practices; and the PAGA.

31. “Request for Exclusion” means a timely letter submitted by a Class Member indicating a

request to be excluded from the settlement. The Request for Exclusion must: (a) be signed by the Class Member; (b) contain the name, address, telephone number and the last four digits of the Social Security 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 specified address and/or facsimile number; and (e) be faxed or postmarked on or before the Response Deadline. The date of the fax or postmark on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. A Class Member who does not request exclusion from the settlement will be deemed a Class Member and will be bound by all terms of the Settlement Agreement if the settlement is granted final approval by the Court.

32. "Response Deadline" means the deadline by which Class Members must postmark or fax to the Settlement Administrator valid Requests for Exclusion or postmark Notices of Objection to the Settlement. The Response Deadline will be Sixty (60) calendar days from the initial mailing of the Notice Packet by the Settlement Administrator, unless the 60th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline for Requests for Exclusion or objections will be extended fifteen (15) calendar days for any Class Member who is re-mailed a Notice Packet by the Settlement Administrator, unless the 15th day falls on a Sunday or court holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline may also be extended by express agreement between Class Counsel and Defendant. Under no circumstances, however, will the Settlement Administrator have the authority to unilaterally extend the deadline for Class Members to submit a Request for Exclusion or objection to the settlement.

33. "Workweeks" means the number of weeks each Class Member worked during the Class Period. Defendant's best estimate at the time of the mediation is that there are approximately 21,624 workweeks in the Class Period. Should the number of workweeks increase by more than 10% (i.e., by more than 2,163 workweeks), Defendant shall increase the Gross Settlement Amount on a pro-rata basis equivalent to the percentage increase in the number of workweeks worked by the Class Members above the ten percent (10%) threshold, meaning Defendant will increase the Gross Settlement Amount by the percentage amount above

ten percent (10%) (e.g., if the number of workweeks increases by 11% to 2,379 workweeks, the Gross Settlement Amount will increase by one percent (1%)).

34. "Workweek Value" may be based on either: (1) weeks during which at least one day was worked; or (2) hire dates and, where applicable, last dates worked or separation dates, re-hire dates, dates of any periods of leave, and dates of any transition between non-exempt and exempt status.

TERMS OF AGREEMENT

The Plaintiff, on behalf of himself, the Class Members, the Aggrieved Employees, and the State of California, and Defendant, agree as follows:

35. Funding of the Class Settlement Amount. Defendant shall fund the Gross Settlement Amount in one installment within thirty (30) calendar days of the Effective Date, or if an objection is filed, by the sixty-first (61st) day following the entry of Judgment, provided no appeal is filed, or if a timely appeal to the Judgment is filed, within five (5) business days after the Judgment is affirmed. Defendant shall separately pay its share of employer payroll taxes as calculated and directed by the Settlement Administrator within seven (7) calendar days of written Notice by the Administrator. Within seven (7) calendar days of the funding of the Settlement, the Settlement Administrator will issue payments to: (a) Participating Class Members and Aggrieved Employees; (b) the Labor and Workforce Development Agency; (c) Plaintiff; and (d) Plaintiff's Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved services performed in connection with the settlement.

36. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application or motion by Plaintiff's Counsel for attorneys' fees of not more than One Hundred Sixteen Thousand Six Hundred Fifty-Five Dollars and Zero Cents (\$116,655.00) (33.33%) of Gross Settlement Amount. The Attorneys' Fees and Costs will also mean and include the additional reimbursement of any costs and expenses associated with Plaintiff's Counsel's litigation and settlement of the Action, not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00), subject to the Court's approval. Defendant has agreed not to oppose Plaintiff's Counsel's request for fees and reimbursement of costs and expenses as set forth above. To the extent that the attorneys' fees and costs are less, or the Court approves payment less than \$25,000.00, the Administrator will allocate the remainder to the Net Settlement Amount.

37. Class Representative Enhancement Payment. In exchange for a general release, and in recognition of his effort and work in prosecuting the Action, Defendant agrees not to oppose or impede any application or motion for the Class Representative Enhancement Payment of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00). Plaintiff will be solely and legally responsible to pay any and all applicable taxes on the payments made pursuant to this paragraph and will indemnify and hold Defendant harmless from any claim or liability for taxes, penalties, or interest arising as a result of the payments. If the Court approves an amount less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.

38. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Class Settlement Amount, which are currently estimated to be no more than Seven Thousand Dollars and Zero Cents (\$7,000.00). These costs, which will be paid from the Gross Settlement Amount, will include, *inter alia*, the required tax reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing the Notice Packet calculating and distributing the Class Settlement Amount, and providing necessary reports and declarations. To the extent that the administration costs are less, or the Court approves payment less than \$7,000.00, the Administrator will allocate the remainder to the Net Settlement Amount.

39. LWDA Payment. Subject to Court approval, the Parties agree that Thirty Thousand Dollars and Zero Cents (\$30,000.00) of the Gross Settlement Amount will be allocated to the resolution of any Aggrieved Employees' claims arising under PAGA. Pursuant to PAGA, Seventy Five Percent (75%), or Twenty-Two Thousand Five Hundred Dollars and Zero Cents (\$22,500.00), of the LWDA Payment will be paid to the LWDA, and Twenty Five Percent (25%), or Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) of the LWDA Payment will be included in the Net Settlement Amount for Aggrieved Employees working within the PAGA Period.

40. Net Settlement Amount. The Net Settlement Amount will be used to satisfy Individual Settlement Payments to Participating Class Members from the Settlement Class in accordance with the terms of this Settlement.

41. Individual Settlement Payment Calculations. Individual Settlement Payments will be

1 calculated and apportioned from the Net Settlement Amount based on the number of Workweeks a
2 Participating Class Member worked during the Class Period and the number of PAGA Pay Periods worked
3 during the PAGA Period. Calculations of Individual Settlement Payments will be made as follows:

4 41(a) The Defendant will calculate the total number of weeks worked by each
5 Participating Class Member (“Individual Workweeks”) and the total number of
6 Workweeks worked by all Participating Class Members (“Class Workweeks”) during the Settlement Class Period.

8 41(b) To determine each Participating Class Member’s Individual Settlement Payment,
9 the Settlement Administrator will use the following formula: Individual Settlement
10 Payment = (Individual Workweeks ÷ Total Workweeks of Participating Class
11 Members) × (Net Settlement Amount).

12 41(c) Each Aggrieved Employee who worked during the PAGA Period is eligible to
13 receive from the Twenty Five Percent (25%), or (\$7,500.00) of the LWDA
14 Payment based on the number of Pay Periods worked during the PAGA Period.

15 41(d) If any Class Member requests to be excluded from the settlement these funds shall
16 remain part of the Net Settlement Amount and shall proportionally increase each
17 participating Class Member’s final Individual Settlement Payment. A Request for
18 Exclusion does not exclude an Aggrieved Employee from the Released PAGA
19 Claims and the Aggrieved Employee will receive their portion of the Labor and
20 Workforce Development Agency Payment even if he or she submits a valid
21 Request for Exclusion.

22 42. Settlement Administration Process. The Parties agree to cooperate in the administration of the
23 settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in
24 administration of the Settlement. The Settlement Administrator will provide the following services:

25 42(a) Establish and maintain a Qualified Settlement Fund.

26 42(b) Calculate the Individual Settlement Payment each Participating Class Member and each
27 Aggrieved Employee is eligible to receive.

42(c) Print and mail the Notice Packet.

42(d) Translate the Notice Packet from English to Spanish.

42(e) Establish and maintain a toll-free information telephone support line to assist Class Members who have questions regarding the Notice Packet.

42(f) Conduct additional address searches for mailed Notice Packets that are returned as undeliverable.

42(g) Process Requests for Exclusion, calculate Participating Class Members' Individual Settlement Payment, field inquiries from Class Members, and administer any Requests for Exclusion. This service will include settlement proceed calculation, printing and issuance of Settlement Payment Checks, and preparation of IRS W2 and 1099 Tax Forms. Basic accounting for and payment of employee tax withholdings will also be included as part of this service.

42(h) Inform Defendant of its employer-side tax liability, if any.

42(i) Provide declarations and/or other information to this Court as requested by the Parties and/or the Court.

42(j) Provide weekly status reports to counsel for the Parties.

42(k) Posting a notice of final judgment online at Settlement Administrator's website.

43. Notice by First-Class U.S. Mail. Within fourteen (14) calendar days after receiving the Class List from Defendant, the Settlement Administrator will mail a Notice Packet to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

44. Confirmation of Contact Information in the Class List. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Notice Packets returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Notice Packet. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member involved, and will then perform a single

re-mailing. Those Class Members who receive a re-mailed Notice Packet, whether by skip-trace or by request, will have between the later of (a) an additional fifteen (15) calendar days or (b) the Response Deadline to postmark a Request for Exclusion, or an objection to the Settlement.

45. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice Packet will provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's principal terms; (c) the Settlement Class definition; (d) the total number of Workweeks and PAGA Pay Periods (if applicable) each respective Class Member worked for Defendant during the Settlement Class Period; (e) each Class Member's estimated Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (f) the dates which comprise the Settlement Class Period; (g) the deadlines by which the Class Member must postmark or fax Requests for Exclusion or postmark Notices of Objection to the Settlement; (h) the claims to be released, as set forth herein; and (j) the date for the final approval hearing.

46. Disputed Information on Notice Packets. Class Members will have an opportunity to dispute the information provided in their Notice Packets. To the extent Class Members dispute the number of Workweeks to which they have been credited or the amount of their Individual Settlement Payment, Class Members may produce evidence to the Settlement Administrator showing that such information is inaccurate. Absent evidence rebutting Defendant's records, Defendant's records will be presumed determinative. However, if a Class Member produces evidence to the contrary, the Settlement Administrator will evaluate the evidence submitted by the Class Member and will make the final decision as to the number of eligible Workweeks that should be applied and/or the Individual Settlement Payment to which the Class Member may be entitled. All such disputes are to be resolved not later than fourteen (14) calendar days after the Response Deadline.

47. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the Settlement Agreement must sign and postmark or fax a written Request for Exclusion to the Settlement Administrator within the Response Deadline. The date of the postmark on the return mailing envelope or fax receipt confirmation will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. All Requests for Exclusion will be submitted to the Settlement Administrator, who will certify jointly to Class Counsel and Defendant's Counsel the Requests for Exclusion that were timely submitted. The

Request for Exclusion does not apply to claims arising under the Private Attorneys General Act (California Labor Code Sections 2698 *et seq.*). Class Members who submit valid requests for exclusion will still receive a check for their share of the PAGA settlement amount.

48. Defendant's Right to Rescind. If 10% or more of the Class Members elect not to participate in the Settlement, Defendant may, at its election, rescind the Settlement Agreement and all actions taken in furtherance of it will be thereby null and void. Defendant must exercise this right of rescission, in writing, to Class Counsel no later than five (5) court days prior to the date of the Final Approval Hearing. If Defendant exercises its right to rescind, then Defendant will be responsible for all Settlement Administration Costs incurred to the date of rescission.

49. Release by Participating Class Members. Any Class Member who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid Request for Exclusion will be bound by all of its terms, including those pertaining to the Released Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the Settlement.

50. Release by Aggrieved Employees. All Aggrieved Employees, regardless of whether they submit timely and valid Requests for Exclusion from the Settlement Class, will release the PAGA Released Claims during the PAGA Period. The State of California will also release the PAGA Released Claims.

51. Objection Procedures. To object to the Settlement Agreement, a Class Member may either postmark a valid Notice of Objection to the Settlement Administrator on or before the Response Deadline or appear at the Final Approval Hearing in person or through a representative. The Notice of Objection must be signed by the Class Member or his or her representative. The postmark date on the written objection will be deemed the exclusive means for determining that the Notice of Objection is timely. Class Members who fail to object in writing by the Response Deadline, may appear at the Final Approval Hearing and object orally. Class Members who postmark timely Notices of Objection will have a right to appear at the Final Approval Hearing in order to have their objections heard by the Court. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement Agreement or appeal from the Order and Judgment. Class Counsel will not represent any Class Members with respect to any such objections to this Settlement.

52. Certification Reports Regarding Individual Settlement Payment Calculations. The Settlement Administrator will provide Defendant's counsel and Class Counsel a weekly report which certifies: (a) the number of Participating Class Members from the Settlement Class who have submitted valid Requests for Exclusion; (b) the Net Settlement Amount claimed by Participating Class Members; and (c) whether any Class Member has submitted a challenge to any information contained in their Notice Packet. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested.

53. Uncashed Settlement Checks. Any checks issued by the Settlement Administrator to Participating Class Members will be negotiable for at least one hundred eighty (180) calendar days. Those funds represented by settlement checks returned as undeliverable and those settlement checks remaining uncashed for more than one hundred eighty (180) calendar days after issuance, plus any interest that accrued thereon, will be tendered to the proposed *cy pres* recipient, Legal Aid at Work, in accordance with California Code of Civil Procedure §384(b) ("Cy Pres Recipient"). The Parties, Class Counsel, and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

54. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

55. Tax Treatment of Individual Settlement Payments. All Individual Settlement Payments will be allocated as follows: twenty percent (20%) to settlement of wage claims and eighty percent (80%) to settlement of claims for interest and penalties. The portion allocated to wages will be reported on an IRS Form W-2, and the portions allocated to non-wages will be reported on an IRS Form-1099 by the Settlement Administrator.

56. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiff, Participating Class Members, Aggrieved Employees, and Plaintiff's Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes and penalties to the appropriate government authorities.

1 57. Tax Liability. Defendant makes no representation as to the tax treatment or legal effect of the
2 payments called for hereunder, and Plaintiff and Participating Class Members are not relying on any statement,
3 representation, or calculation by Defendant or by the Settlement Administrator in this regard. Plaintiff and
4 Participating Class Members understand and agree that except for Defendant's payment of the employer's
5 portion of any payroll taxes, they will be solely responsible for the payment of any taxes and penalties assessed
6 on the payments described herein.

7 58. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR
8 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS
9 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY")
10 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO
11 WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR
12 THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY
13 SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED
14 UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY
15 DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING
16 PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL
17 AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
18 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
19 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
20 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
21 DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX
22 PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
23 ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT
24 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX
25 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
26 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
27 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY
28

1 THIS AGREEMENT.

2 59. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they
3 have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber
4 to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released
5 and discharged.

6 60. Limited Release of Claims by Class Members. It is the desire of the Plaintiff, Participating
7 Class Members, and Defendant to fully, finally, and forever settle, compromise, and discharge the claims
8 asserted in the Operative Complaint. Upon the Final Approval by the Court of this Settlement Agreement, and
9 the full funding of the Gross Settlement Amount in the QSF, and except as to such rights or claims as may be
10 created by this Settlement Agreement, the Participating Class Members shall fully release and discharge the
11 Released Parties from any and all Released Claims for the entire Class Period. This release shall be binding on
12 all Class Members who have not timely submitted a valid and complete Request for Exclusion, including each
13 of their respective attorneys, agents, spouses, executors, representatives, guardians ad litem, heirs, successors,
14 and assigns, and shall inure to the benefit of the Released Parties, who shall have no further or other liability or
15 obligation to any Settlement Class Member with respect to the Released Claims, except as expressly provided
16 herein.

17 61. Limited Release of Claims by Aggrieved Employees. It is the desire of the Plaintiff, in his
18 capacity as a representative of Aggrieved Employees, and Defendant to fully, finally, and forever settle,
19 compromise, and discharge the claims asserted in the June 30, 2023, Notice of Labor Code Violations and
20 PAGA Penalties sent to the LWDA and the Operative Complaint. Upon the Final Approval by the Court of
21 this Settlement Agreement, and the full funding of the Gross Settlement Amount in the QSF, and except as to
22 such rights or claims as may be created by this Settlement Agreement, Plaintiff, the Aggrieved Employees, the
23 LWDA, and the State of California shall fully release and discharge the Released Parties from any and all
24 Released PAGA Claims for the entire PAGA Period. This means that the LWDA, whether directly or through
25 you acting as agent or proxy for the LWDA, is not able to pursue a PAGA lawsuit against Defendant or the
26 Released Parties based on such PAGA Released Claims. This release shall be binding on all Aggrieved
27 Employees regardless if they submitted a valid and complete Request for Exclusion.

62. Release of Additional Claims & Rights by Plaintiff. Upon the Effective Date, and as a condition of receiving any portion of his Class Representative Enhancement Payment, Plaintiff will agree to the additional following General Release: In consideration of Defendant's promises and agreements as set forth herein, Plaintiff hereby fully releases the Released Parties from any and all Released Claims and also generally release and discharge the Released Parties from any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have been or could have been asserted against the Released Parties arising out of or relating to Plaintiff's employment by Defendant or termination thereof, including but not limited to claims for wages, restitution, penalties, retaliation, defamation, discrimination, harassment or wrongful termination of employment. This release specifically includes any and all claims, demands, obligations and/or causes of action for damages, restitution, penalties, interest, and attorneys' fees and costs (except provided by the Settlement Agreement) relating to or in any way connected with the matters referred to herein, whether or not known or suspected to exist, and whether or not specifically or particularly described herein. Specifically, Plaintiff waives all rights and benefits afforded by California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

63. Nullification of Settlement Agreement. In the event that: (a) the Court does not finally approve the Settlement as provided herein; (b) the Court strikes or does not approve any material term of this Settlement Agreement; or (c) the Settlement does not become final as written and agreed to by the Parties for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect including the Memorandum of Understanding, will be null and void, all amounts deposited into the QSF will be returned to Defendant, and the Parties shall be returned to their original respective positions. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning.

64. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order for: (a)

conditional certification of the Settlement Class for settlement purposes only, (b) Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the Notice Packet to be sent to all Class Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff will submit this Settlement Agreement, which sets forth the terms of this Settlement, and will include the proposed Notice Packet; *i.e.*, the proposed Notice of Class Action Settlement, attached as **Exhibit A**. Class Counsel will be responsible for drafting all documents necessary to obtain preliminary approval. Any failure by the Court to fully and completely approve the Settlement Agreement as to all of the Action, or the entry of any Order by another Court with regard to any of the Action which has the effect of preventing the full and complete approval of the Settlement Agreement as written and agreed to by the Parties, will result in this Settlement Agreement and any Memorandum of Understanding entered into by the Parties, and all obligations under this Settlement Agreement and any Memorandum of Understanding being nullified and voided.

65. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to determine the Final Approval of the Settlement Agreement along with the amounts properly payable for: (a) Individual Settlement Payments; (b) the LWDA Payment; (c) the Attorneys' Fees and Costs; (d) the Class Representative Enhancement Payment; and (e) all Settlement Administration Costs. Class Counsel will be responsible for drafting all documents necessary to obtain Final Approval. Class Counsel will also be responsible for drafting the attorneys' fees and costs application to be heard at the final approval hearing. With the exception of a failure to approve the full amount of attorneys' fees and costs or Class Representative Enhancement Payment requested by Plaintiff, any failure by the Court to fully and completely approve the Settlement Agreement as to all of the Action, or the entry of any Order by another Court with regard to any of the Action which has the effect of preventing the full and complete approval of the Settlement Agreement as written and agreed to by the Parties, will result in this Settlement Agreement and the Memorandum of Understanding entered into by the Parties, and all obligations under this Settlement Agreement and the Memorandum of Understanding being nullified and voided.

66. Judgment and Continued Jurisdiction. Upon Final Approval of the Settlement by the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Judgment to the Court for its approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement.

67. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Settlement are an integral part of the Settlement.

68. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

69. Amendment or Modification. This Settlement Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest. Any such instrument must specifically reference this Settlement Agreement.

70. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

71. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

72. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto will be

governed by and interpreted according to the laws of the State of California.

73. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

74. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

75. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

76. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this Settlement only; except, however, that either party may appeal any court order that materially alters the Settlement Agreement's terms.

77. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to class action certification only for purposes of the Settlement. If, for any reason, the Settlement is not approved, the stipulation to certification will be void. The Parties further agree that certification for purposes of the Settlement is not an admission that class action certification is proper under the standards applied to contested certification motions and that this Settlement Agreement will not be admissible in this or any other proceeding as evidence that either: (a) a class action should be certified or (b) Defendant is liable to Plaintiff or any Class Member, other than according to the Settlement's terms.

78. Non-Admission of Liability. The Parties enter into this Settlement Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In

entering into this Settlement Agreement, Defendant does not admit, and specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to their employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

79. No Effect on Employee Benefits. The amounts paid under this Settlement Agreement do not represent a modification of any previously credited hours of service under any employee benefit plan, policy or bonus program sponsored by Defendant. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under, benefit plans (self-insured or not) sponsored by Defendant, policies or bonus programs. Any payments made under the terms of this Settlement shall not be applied retroactively, currently or on a going forward basis as salary, earnings, wages, or any other form of compensation for the purposes of Defendant's benefit plan, policy or bonus program. Defendant retains the right to modify the language of its benefit plans, policies and bonus programs to effect this intent and to make clear that any amounts paid pursuant to this Settlement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies and bonus programs for purpose of eligibility, vesting, benefit accrual or any other purpose, and that additional contributions or benefits are not required by this Settlement.

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

81. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or

1 failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a
2 further waiver by such party of the same or any other condition, covenant, right or remedy.

3 82. Enforcement Action. In the event that one or more of the Parties institutes any legal action or
4 other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare
5 rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from
6 the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in
7 connection with any enforcement actions.

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

13 84. Representation By Counsel. The Parties acknowledge that they have been represented by
14 counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this
15 Settlement Agreement has been executed with the consent and advice of counsel and reviewed in full. Further,
16 Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

17 85. All Terms Subject to Final Court Approval. All amounts and procedures described in this
18 Settlement Agreement herein will be subject to final Court approval.

19 86. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith
20 and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement
21 Agreement.

22 87. Confidentiality. Plaintiff, Plaintiff' Counsel, Class Counsel, Defendant and their counsel agree
23 that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry or
24 have any communication with the press about the fact, amount or terms of the Settlement Agreement. Class
25 Counsel shall not report the Settlement in any medium or in any publication, shall not post or report anything
26 regarding the claims of Plaintiff, the Class Members, or the Settlement on their website. Nothing in this
27 Settlement Agreement shall limit Defendant's ability to fulfill disclosure obligations reasonably required by
28

law or in furtherance of business purposes, including the fulfillment of obligations stated in this Settlement Agreement. Nothing in this clause shall limit Plaintiff's Counsel's ability to discuss the terms of the settlement with Class Members.

88. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

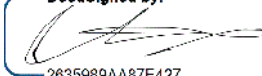
89. Jurisdiction. After the Court has granted Final Approval of the Settlement and after the Court has ordered the entry of Judgment, pursuant to California Code of Civil Procedure Section 664.6, the Court shall retain jurisdiction of this action solely for the purpose of interpreting, implementing, and enforcing this Settlement consistent with the terms set forth herein.

[SIGNATURES ON NEXT PAGE]

READ CAREFULLY BEFORE SIGNING

Dated: 12/5/2024

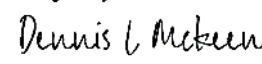
PLAINTIFF

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Plaintiff CHRISTOPHER KARSBERG, JR.

Dated: 12/05/2024

DEFENDANT

Signed by:

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Defendant ADVANTAGE METAL
PRODUCTS, INC. (formerly known as
Segundo Metal Products, Inc.)

By: Dennis L McKeen
Its: CFO

APPROVED AS TO FORM

Dated: 12/5/2024

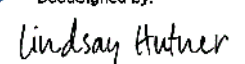
MOON LAW GROUP, PC


KANE MOON
LILIT TER-ASTVATSATRYAN
NICHELLE CHRISTOPHERSON

Attorneys for Plaintiff and the Class Members

Dated: 12/05/2024

GREENBERG TRAURIG, LLP

DocuSigned by:

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LINDSAY HUTNER
MICHAEL WERTHEIM
BAILEY HASHIM

Attorneys for Defendant