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 on behalf of and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF SAN BERNARDINO**

STANLEY CAJIGAL, an individual, on
 behalf of himself and others similarly situated,

Plaintiff,

vs.

HOWMET GLOBAL FASTENING
 SYSTEMS INC. dba HOWMET GLOBAL
 FASTENING SYSTEMS, a Delaware
 corporation; ALCOA FASTENING
 SYSTEMS, an entity of unknown form; and
 DOES 1 through 50, inclusive

Defendants.

Case No. CIVSB2316824

Assigned for All Purposes To:
 Hon. David Driscoll
 Dept.: 22

**CLASS ACTION AND PAGA
 SETTLEMENT AGREEMENT**

Original Complaint filed: July 21, 2023
 First Amended Complaint: September 25, 2023
 Trial Date: None set

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Fastening Systems and Alcoa Fastening Systems

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Stanley Cajigal (“Plaintiff”) and Howmet Global Fastening Systems, Inc. dba Howmet Global Fastening Systems, and Alcoa Fastening Systems (“Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

1.1 “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendants captioned *Stanley Cajigal v. Howmet Global Fastening Systems, Inc. et al.*, No. CIVSB2316824, filed on July 21, 2023, in San Bernardino County Superior Court.

1.2 “Administrator” means Phoenix the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 “Administration Costs” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4 “Aggrieved Employee” means and includes all individuals who were or have been employed by Defendants in California as non-exempt hourly employees at any time during the PAGA Period.

1.5 “Class” means all persons employed by Defendants in California and classified as non-exempt hourly employee who worked for Defendants during the Class Period.

1.6 “Class Counsel” means D.LAW, INC.

1.7 “Class Counsel Fees Payment” means an award of attorneys’ fees granted to Class Counsel and paid from the Gross Settlement Amount. The Parties have agreed Plaintiff will request approval from the Court of up to one-third (1/3) of the GSA or \$135,000.00 (one hundred thirty-five thousand dollars and zero cents).

1.8 “Class Counsel Litigation Expenses Payment” means the amount allocated to Class Counsel for reimbursement of reasonable expenses and costs incurred to prosecute the Action, not to exceed \$25,000.00 (twenty-five thousand dollars and zero cents) and paid from the Gross Settlement Amount.

1.9 “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Workweeks and PAGA Pay Periods.

1.10 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.11 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods, and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.12 “Class Notice” means the Court approved Notice of Settlement and hearing date for Final Approval, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.13 “Class Period” or “Class Settlement Period” means the period from June 1, 2022 through the earlier of: (a) August 2, 2024 [60 days after mediation] or (b) the date of preliminary approval.

1.14 “Class Representatives” means the named Plaintiff Stanley Cajigal in the Action seeking Court approval to serve as a Class Representative.

1.15 “Class Representative Service Payment” or “Enhancement Award” means the payment to each Class Representative for initiating the Action and providing services in support of the Action.

1.16 “Court” means the Superior Court of California, County of San Bernardino.

1.17 “Defendants” means named Defendants Howmet Global Fastening Systems, Inc. dba Howmet Global Fastening Systems and Alcoa Fastening Systems.

1.18 “Defense Counsel” means Medina McKelvey LLP.

1.19 “Effective Date” means the date by which both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no

Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.20 “Final Approval” means the Court’s order granting final approval of the Settlement.

1.21 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.22 “Final Judgment” means the Judgment entered by the Court upon granting Final Approval of the Settlement.

1.23 “Gross Settlement Amount” or “GSA” means \$405,000.00 (four hundred five thousand dollars and zero cents) which is the total amount Defendants agree to pay under the Settlement, except as provided in Paragraph 9 below.

1.24 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.25 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.26 “Judgment” means the judgment entered by the Court based upon the Final Approval.

1.27 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.28 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.29 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Penalties payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Costs Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.30 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.31 “Operative Complaint” means the operative First Amended Complaint filed in the Action on September 25, 2023.

1.32 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

1.33 “PAGA Period” means the period from July 21, 2022 through the earlier of: (a) August 2, 2024 [60 days after mediation] or (b) the date of the preliminary approval.

1.34 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.35 “PAGA Notice” means Plaintiff Cajigal’s July 21, 2023 letter to LWDA and the Defendants providing notice pursuant to Labor Code section 2699.3, subd. (a).

1.36 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$30,000.00), allocated 25% to the Aggrieved Employees (\$7,500.00) and 75% to LWDA (\$22,500.00) in settlement of PAGA claims.

1.37 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.38 “Plaintiff” means Stanley Cajigal, the named plaintiff in the Action.

1.39 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.40 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.41 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

1.42 “Released Parties” means: Defendants and all of Defendants’ subsidiaries, affiliates, parent companies, business units, shareholders, former and present directors, officers, founders, members, attorneys, agents, insurers, predecessors, principals, successors, owners, and assigns.

1.43 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.44 "Response Deadline" means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.

1.45 "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.46 "Workweek" means any week during which a Class Member recorded time worked for Defendants in Defendants' time and payroll systems of record, during the Class Period. Time paid, but not worked, such as vacation, medical leave, or any other type of paid or unpaid time off, does not qualify.

2. **RECITALS.**

2.1 On July 21, 2023, Plaintiff Cajigal commenced a Class Action by filing a complaint alleging causes of action against Defendants for: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime Under Labor Code § 510; (3) Meal Period Liability Under Labor Code § 226.7; (4) Rest-Break Liability Under Labor Code § 226.7; (5) Failure to Pay Vacation Wages; (6) Failure to Comply with Labor Code § 245 et seq. and 246; (7) Violation of Labor Code § 226(a); (8) Failure to Keep Required Payroll Records under Labor Code §§ 1174 and 1174.5; (9) Penalties Pursuant to Labor Code § 203; and (10) Violation of Business & Professions Code § 17200 *et seq.* Simultaneously, on July 21, 2023, and pursuant to Labor Code §2699.3, subd.(a), Plaintiff Cajigal gave timely notice to the LWDA and Defendants that Plaintiff Cajigal intended to proceed with a representative action under PAGA (LWDA-CM-968289-23). On September 25, 2023, after the 65-day statutory period passed, Plaintiff Cajigal filed his First Amended Complaint, which added claims for penalties under PAGA, Labor Code §2699.

2.2 Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint, and deny any and all liability for the causes of action alleged.

2.3 On June 3, 2024, the Parties participated in an all-day mediation presided over by Mediator Tripper Ortman and were able to reach an agreement on general settlement terms. The Parties memorialized their agreement in a Memorandum of Understanding on June 5, 2024.

2.4 In advance of mediation, Class Counsel conducted a thorough investigation into the facts of, and applicable law to, the Action, including speaking to current and former employees of Defendants regarding Defendants' employment policies and practices. Prior to mediation, Plaintiff also obtained and analyzed a representative sampling of time and payroll data for Class Members and the necessary policy documents through informal discovery to properly evaluate the strengths and weakness of the claims and engage in meaningful settlement discussions. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-130 (2008) ("*Dunk/Kullar*").

2.5 The Court has not granted class certification because the Parties engaged in mediation before any class certification.

2.6 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. **MONETARY TERMS.**

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants will pay \$405,000.00 (four hundred five thousand dollars with zero cents) to fully settle, resolve, and extinguish all claims asserted in the Action, including without limitation all claims asserted in the PAGA Notice. The GSA is non-reversionary and does not include employer-side payroll taxes owed on the wage portions of the Individual Class Payments, which Defendants will pay separately.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the GSA, in the amounts specified by the Court in the Final Approval:

1 3.2.1 To Plaintiff: A payment for the Class Representative Service Payment to the Class
2 Representative, Stanley Cajigal, of not more than \$5,000.00 (five thousand dollars) in addition to
3 any Individual Class Payment and any Individual PAGA Payment the Class Representative is
4 entitled to receive as a Participating Class Member. Defendants will not oppose Plaintiff's request
5 for a Class Representative Service Payment that does not exceed this amount. As part of the
6 motion for the Class Counsel Fees and Litigation Expenses Payments, Plaintiff will seek Court
7 approval for the Class Representative Service Payment no later than 16 (sixteen) court days prior
8 to the Final Approval Hearing, or as otherwise ordered by the Court. If the Court approves a Class
9 Representative Service Payment less than the amount requested, the Administrator will retain the
10 remainder in the Net Settlement Amount to be distributed to Participating Class Members. The
11 Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff
12 assumes full responsibility and liability for employee taxes owed on the Class Representative
13 Service Payment.

14 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the
15 GSA, which is currently estimated to be \$135,000.00 (one hundred thirty-five thousand dollars
16 and zero cents) and a Class Counsel Litigation Expenses Payment for actual costs, not to exceed
17 \$25,000.00 (twenty-five thousand dollars and zero cents). Defendants will not oppose requests
18 for these payments. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees and
19 Litigation Expenses Payment no later than 16 (sixteen) court days prior to the Final Approval
20 Hearing, or as otherwise ordered by the Court. If the Court approves a Class Counsel Fees
21 Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested,
22 the Administrator will allocate the remainder to the Net Settlement Amount for distribution to
23 Participating Class Members. Released Parties shall have no liability to Class Counsel or any
24 other Plaintiff's counsel arising from any claim to any portion of Class Counsel Fee Payment
25 and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel
26 Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class
27 Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees
28 Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless,

1 and indemnifies Defendants, from any dispute or controversy regarding any division or sharing
2 of any of these Payments.

3 3.2.3 To the Administrator: An Administrator Costs Payment not to exceed
4 \$19,500.00(nineteen thousand five hundred dollars) except for a showing of good cause and as
5 approved by the Court. To the extent the Administration Costs are less or the Court approves
6 payment of less than \$19,500.00, the Administrator will retain the remainder in the Net Settlement
7 Amount to be distributed to Participating Class Members.

8 3.2.4 To Each Participating Class Member: An Individual Class Payment is calculated by
9 (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all
10 Participating Class Members during the Class Period, and (b) multiplying the result by each
11 individual Participating Class Member's Workweeks.

12 3.2.4.1 Tax Allocation of Individual Class Payments. Twenty percent (20%) of
13 each Participating Class Member's Individual Class Payment will be allocated to the Settlement
14 of wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be
15 reported on an IRS W-2 Form. The remaining 80% of each Participating Class Member's
16 Individual Class Payment will be allocated to the settlement of claims for interest and penalties
17 (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and
18 will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and
19 liability for any employee taxes owed on their Individual Class Payment.

20 3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual
21 Class Payments. Non-Participating Class Members will not receive any Individual Class
22 Payments. The Administrator will retain amounts equal to their Individual Class Payments in the
23 Net Settlement Amount for distribution to Participating Class Members on a pro-rata basis.

24 3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
25 \$30,000.00 (thirty thousand dollars) to be paid from the Gross Settlement Amount, with 75%
26 (\$22,500.00) allocated to the LWDA PAGA Payment and 25% (\$7,500.00) allocated to the
27 Individual PAGA Payments.
28

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties of \$7,500.00 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each individual Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount to be distributed to Participating Class Members. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants represent there are an estimated 2,147 Class Members who collectively worked an estimated total of 138,349 Workweeks from June 1, 2022 through June 3, 2024, and an estimated 1,973 Aggrieved Employees who worked an estimated total of 64,385 PAGA Pay Periods from July 21, 2022 through June 3, 2024.

4.2 Class Data. Not later than twenty (20) days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

1 4.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement
2 Amount and the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting
3 the funds to the Administrator no later than 21 (twenty-one) days after the Effective Date.

4 4.4 Payments from the Gross Settlement Amount. Within 14 (fourteen) days after
5 Defendants fully fund the GSA, the Administrator will mail checks for all Individual Class
6 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Costs
7 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and
8 the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the
9 Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall
10 not precede disbursement of Individual Class Payments and Individual PAGA Payments.

11 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or
12 Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail. The
13 face of each check shall prominently state the date (180 days after the date of mailing) when the
14 check will be voided ("Void Date"). The Administrator will cancel all checks not cashed by the
15 Void Date. The Administrator will send checks for Individual Settlement Payments to all
16 Participating Class Members (including those for whom the Class Notice was returned
17 undelivered). The Administrator will send checks for Individual PAGA Payments to all
18 Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved
19 Employees (including those for whom Class Notice was returned undelivered). The Administrator
20 may send Participating Class Members a single check combining the Individual Class Payment
21 and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator
22 must update the recipients' mailing addresses using the National Change of Address Database.

23 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class
24 Members whose checks are returned undelivered without USPS forwarding address. Within seven
25 (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS
26 forwarding address provided or to an address ascertained through the Class Member Address
27 Search. The Administrator need not take further steps to deliver checks to Class Members whose
28 re-mailed checks are returned as undelivered. The Administrator shall promptly send a

1 replacement check to any Class Member whose original check was lost or misplaced, requested
2 by the Class Member prior to the void date.

3 4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA
4 Payment check is uncashed and canceled after the void date, the Administrator shall transmit the
5 funds represented by such checks to the California Controller's Unclaimed Property Fund in the
6 name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of
7 California Code of Civil Procedure Section 384, subd. (b).

8 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall
9 not obligate Defendants to confer any additional benefits or make any additional payments to
10 Class Members (such as 401(k) contributions or bonuses) beyond those specified in this
11 Agreement.

12 5. **RELEASES OF CLAIMS.** Effective on the date when Defendants fully fund the Gross
13 Settlement Amount and all employer-side payroll taxes owed on the Wage Portion of the
14 Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims
15 against all Released Parties as follows:

16 5.1 **Plaintiff's Release.** Plaintiff and Plaintiff's respective former and present spouses,
17 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
18 and discharge Released Parties from all claims, transactions, or occurrences, that occurred during
19 the Class Period, including all claims that were, or reasonably could have been, alleged, based on
20 the facts contained in the Operative Complaint; and claims under the Fair Employment and
21 Housing Act, Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, the
22 California Labor Code, and all equivalent claims under federal law ("Plaintiff's Release").
23 Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any
24 claims for vested benefits, unemployment benefits, disability benefits, social security benefits,
25 workers' compensation benefits that arose at any time, or based on occurrences outside the Class
26 Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in
27 addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless,
28

1 that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different
2 or additional facts or Plaintiff's discovery of them.

3 5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
4 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights,
5 and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

10 5.2 Released Class Claims: All Participating Class Members, on behalf of themselves and
11 their respective former and present representatives, agents, attorneys, heirs, administrators,
12 successors, and assigns, release the Released Parties from those claims arising out of or related to
13 the allegations set forth in the Operative Complaint that arose during the Class Period, including
14 claims for: 1) Failure to Pay Minimum Wages Under California Labor Code §§ 1194 and 1197
15 and the applicable Industrial Welfare Commission ("IWC") Wage Order; (2) Failure to Pay
16 Wages and Overtime Under Labor Code §§ 204 and 510 and the applicable IWC Wage Order;
17 (3) Meal Period Liability Under Labor Code § 226.7 and the applicable IWC Wage Order; (4)
18 Rest-Break Liability Under Labor Code § 226.7 and the applicable IWC Wage Order; (5) Failure
19 to Pay Vacation Wages Under Labor Code § 227.3 and the applicable IWC Wage Order; (6)
20 Failure to Comply with Labor Code §§ 245 et seq. and 246 and the applicable IWC Wage Order;
21 (7) Violation of Labor Code § 226(a) and any other applicable statute; (8) Failure to Keep
22 Required Payroll Records under Labor Code §§ 1174 and 1174.5; (9) Penalties Pursuant to Labor
23 Code § 203; and (10) Violation of Business & Professions Code § 17200 *et seq.* (collectively, the
24 "Released Class Claims"). The Released Class Claims applies to claims arising during the Class
25 Period. Except as set forth in Paragraph 5.3 of this Agreement, Participating Class Members do
26 not release any other claims, including claims for vested benefits, wrongful termination, violation
27 of the Fair Employment and Housing Act, unemployment insurance, disability, social security,
28 workers' compensation, or claims based on facts occurring outside the Class Period.

5.3 Released PAGA Claims: All Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice letter to the LWDA (“Released PAGA Claims”) under Labor Code §§ 2698 and 2699, including the penalty provisions based on the following California Labor Code sections: 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, and 2699, *et seq.* The Released PAGA claims applies to claims arising during the PAGA Period only.

6. **MOTION FOR PRELIMINARY APPROVAL**. Plaintiff will prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”).

6.1 Defendants’ Declaration in Support of Preliminary Approval. Within 20 (twenty) days of the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel a signed Declaration from Defendants and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and Defendants shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Plaintiff’s Responsibilities. Plaintiff will prepare all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section

2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing the Motion for Preliminary Approval. Class Counsel will obtain a prompt hearing date for the Motion for Preliminary Approval, file the Motion for Preliminary Approval no later than 16 (sixteen) court days before the hearing, unless otherwise ordered by the Court, and deliver the Court's Preliminary Approval Order to the Administrator.

6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Phoenix to serve as the Administrator and verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Costs. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

1 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that
2 meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation
3 section 468B-1 for the funding of the GSA. Any interest that accrues on the GSA sums paid into
4 the QSF prior to distribution by the Administrator will become part of the NSA for distribution
5 to Participating Class Members.

6 7.4 Notice to Class Members.

7 7.4.1 No later than five (5) calendar days after receipt of the Class Data, the Administrator
8 shall notify Class Counsel that the list has been received and state the number of Class Members,
9 Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

10 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14
11 (fourteen) days after receiving the Class Data, the Administrator will send to all Class Members
12 identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class
13 Notice with Spanish translation substantially in the form attached to this Agreement as Exhibit
14 A. The first page of the Class Notice shall prominently estimate the dollar amounts of any
15 Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and
16 the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before
17 mailing Class Notices, the Administrator shall update Class Member addresses using the National
18 Change of Address database.

19 7.4.3 Not later than five (5) calendar days after the Administrator’s receipt of any Class
20 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
21 using any forwarding address provided by the USPS. If the USPS does not provide a forwarding
22 address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class
23 Notice to the most current address obtained. The Administrator has no obligation to make further
24 attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the
25 USPS a second time.

26 7.4.4 The deadlines for Class Members’ written objections, challenges to Workweeks
27 and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen days (14)
28 days beyond the forty-five (45) days otherwise provided in the Class Notice for all Class Members

1 whose notice is re-mailed. The Administrator will inform the Class Member of the extended
2 deadline with the re-mailed Class Notice.

3 7.4.5 If the Administrator, Defendants, or Class Counsel is contacted by or otherwise
4 discovers any persons who believe they should have been included in the Class Data and should
5 have received Class Notice, the Parties will expeditiously meet and confer in person or by
6 telephone, and in good faith in an effort to agree on whether to include them as Class Members.
7 If the Parties agree, such persons will be Class Members entitled to the same rights as other Class
8 Members, and the Administrator will send, via email or overnight delivery, a Class Notice
9 requiring them to exercise options under this Agreement not later than 14 (fourteen) days after
10 receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

11 7.5 Requests for Exclusion (Opt-Outs).

12 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement
13 must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not
14 later than 45 (forty-five) days after the Administrator mails the Class Notice (plus an additional
15 14 (fourteen) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion
16 is a letter from a Class Member or his/her representative that reasonably communicates the Class
17 Member's election to be excluded from the Settlement and includes the Class Member's name,
18 address and email address or telephone number. To be valid, a Request for Exclusion must be
19 timely faxed, emailed, or postmarked by the Response Deadline.

20 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails
21 to contain all the information specified in the Class Notice. The Administrator shall accept any
22 Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the
23 person as a Class Member and the Class Member's desire to be excluded. The Administrator's
24 determination shall be final and not appealable or otherwise susceptible to challenge. If the
25 Administrator has reason to question the authenticity of a Request for Exclusion, the
26 Administrator may demand additional proof of the Class Member's identity. The Administrator's
27 determination of authenticity shall be final and not appealable or otherwise susceptible to
28 challenge.

1 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion
2 is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and
3 bound by all terms and conditions of the Settlement, including the Participating Class Members'
4 Releases under paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating
5 Class Member actually receives the Class Notice or objects to the Settlement.

6 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a
7 Non-Participating Class Member and shall not receive an Individual Class Payment or have the
8 right to object to the class action components of the Settlement. Because future PAGA claims are
9 subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who
10 are Aggrieved Employees are deemed to release the Released PAGA Claims identified in
11 Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

12 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 45 (forty-five)
13 days after the Administrator mails the Class Notice (plus an additional 14 (fourteen) days for
14 Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks
15 and PAGA Pay Periods allocated to the Class Member in the Class Notice. The Class Member
16 may challenge the allocation by communicating with the Administrator via fax, email or mail.
17 The Administrator must encourage the challenging Class Member to submit supporting
18 documentation. In the absence of any contrary documentation, the Administrator is entitled to
19 presume that the Workweeks contained in the Class Notice are correct so long as they are
20 consistent with the Class Data. The Administrator's determination of each Class Member's
21 allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise
22 susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the
23 calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the
24 Administrator's determination of the challenges.

25 7.7 Objections to Settlement.

26 7.7.1 Only Participating Class Members may object to the class action components of the
27 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
28

amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 (forty-five) days after the Administrator's mailing of the Class Notice (plus an additional 14 (fourteen) days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish, maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement; Motion for Preliminary Approval; Preliminary Approval Order; Class Notice; Motion for Final Approval; Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment; the Final Approval Order; and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

1 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports
2 to Class Counsel and Defense Counsel that, among other things, tally the number of: Class
3 Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether
4 valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods
5 received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA
6 Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment
7 of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and
8 objections received.

9 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to
10 address and make final decisions consistent with the terms of this Agreement on all Class Member
11 challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision
12 shall be final and not appealable or otherwise susceptible to challenge.

13 7.8.5 Administrator’s Declaration. Not later than 14 (fourteen) days before the date by
14 which Plaintiff is required to file the Motion for Final Approval of the Settlement, the
15 Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable
16 for filing in Court attesting to its due diligence and compliance with all of its obligations under
17 this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices
18 returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the
19 total number of Requests for Exclusion from Settlement it received (both valid or invalid), the
20 number of written objections and attach the Exclusion List. The Administrator will supplement
21 its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible
22 for filing the Administrator’s declaration(s) in Court.

23 7.8.6 Final Report by Settlement Administrator. Within 10 (ten) days after the
24 Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide
25 Class Counsel and Defense Counsel with a final report detailing its disbursements by employee
26 identification number only of all payments made under this Agreement. At least 15 (fifteen) days
27 before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel
28 and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement

of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on its records, Defendants represent there are an estimated 2,147 Class Members who collectively worked an estimated total of 138,349 Workweeks from June 1, 2022 through June 3, 2024, and an estimated 1,973 Aggrieved Employees who worked an estimated total of 64,385 PAGA Pay Periods from July 21, 2022 through June 3, 2024. If it is determined that the total number of Workweeks is 10% higher (i.e 152,184 Workweeks), then Defendants may either (1) increase the GSA on a proportional basis above 10% (i.e. if the number of Workweeks increases by 15% the GSA will be increased by 5%) or (2) end the Class Period on the date the number of Workweeks reaches 152,184 Workweeks. For purposes of this provision and for submission of the total workweeks to the Settlement Administrator, a workweek is one that a Class Member recorded time worked in Defendants' time and payroll systems of record. Time paid, but not worked, such as vacation, medical leave, or any other type of paid or unpaid time off, does not qualify. If this provision is triggered so as to increase the GSA, the Parties agree that the portion of the GSA allocated to attorneys' fees will increase proportionally such that the total amount of attorneys' fees remains one-third of the GSA after the upward adjustment required by this provision is implemented.

9. **MOTION FOR FINAL APPROVAL.** Not later than 16 (sixteen) court days before the calendared Final Approval Hearing, unless otherwise scheduled by the Court, Plaintiff will file in Court, a Motion for Final Approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l); a Proposed Final Approval Order; and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

9.1 **Response to Objections.** Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no

1 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or
2 accepted by the Court.

3 9.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
4 Approval on any material change to the Settlement (including, but not limited to, the scope of
5 release to be granted by Class Members), the Parties will expeditiously work together in good
6 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
7 Approval. The Court's decision to award less than the amounts requested for the Class
8 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
9 Expenses Payment, and/or Administrator Costs Payment shall not constitute a material
10 modification to the Agreement within the meaning of this paragraph.

11 9.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
12 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of
13 (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters,
14 and (iii) addressing such post-Judgment matters as are permitted by law.

15 9.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
16 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
17 Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective
18 counsel, and all Participating Class Members who did not object to the Settlement as provided in
19 this Agreement, waive all rights to appeal from the Judgment, including all rights to post-
20 judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new
21 trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the
22 right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties'
23 obligations to perform under this Agreement will be suspended until such time as the appeal is
24 finally resolved and the Judgment becomes final, except as to matters that do not affect the amount
25 of the Net Settlement Amount.

26 9.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
27 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
28 modification of this Agreement (including, but not limited to, the scope of release to be granted

by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and Entry of Judgment, sharing, on a 50-50 basis, any additional Administration Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

10. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure §384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

11. **ADDITIONAL PROVISIONS.**

11.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint has merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason, the Court does grant Preliminary Approval, Final Approval, or enter Judgment, Defendants reserve the right to contest certification of any class for any reason, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit

another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify the other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

Notwithstanding the above paragraph, this provision does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members, or to undertake required submissions of information and/or documents to the LWDA pursuant to PAGA. Additionally, nothing in this paragraph, and/or the confidentiality obligations stated herein, shall preclude Plaintiff's Counsel from referring to the settlement in any future Court filings (whether in this case or in other proceedings) in support of its qualifications as counsel. The Parties may also make public statements to the Court as necessary to obtain preliminary or final approval of the Settlement.

11.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

1 11.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
2 together with its attached exhibits shall constitute the entire agreement between the Parties
3 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
4 inducements made to or by any Party.

5 11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
6 represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate
7 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
8 its terms, and to execute any other documents reasonably required to effectuate the terms of this
9 Agreement including any amendments to this Agreement.

10 11.6 Cooperation. The Parties and their counsel will cooperate with each other and use their
11 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
12 Settlement Agreement, submitting supplemental evidence and supplementing points and
13 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
14 or content of any document necessary to implement the Settlement, or on any modification of the
15 Agreement that may become necessary to implement the Settlement, the Parties will seek the
16 assistance of a mediator and/or the Court for resolution.

17 11.7 No Prior Assignments. The Parties separately represent and warrant that they have not
18 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
19 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
20 action, or right released and discharged by the Party in this Settlement.

21 11.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are
22 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
23 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
24 Part 10, as amended) or otherwise.

25 11.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
26 modified, changed, or waived only by an express written instrument signed by all Parties or their
27 representatives, and approved by the Court.
28

1 11.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure
2 to the benefit of, the successors of each of the Parties.

3 11.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
4 governed by and interpreted according to the internal laws of the state of California, without
5 regard to conflict of law principles.

6 11.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
7 of this Agreement. This Agreement will not be construed against any Party on the basis that the
8 Party was the drafter or participated in the drafting.

9 11.13 Confidentiality. To the extent permitted by law, all agreements made, and orders
10 entered during Action and in this Agreement relating to the confidentiality of information shall
11 survive the execution of this Agreement.

12 11.14 Headings. The descriptive heading of any section or paragraph of this Agreement is
13 inserted for convenience of reference only and does not constitute a part of this Agreement.

14 11.15 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement
15 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
16 weekend or federal legal holiday, such date or deadline shall be on the first business day
17 thereafter.

18 11.16 Notice. All notices, demands, or other communications between the Parties in
19 connection with this Agreement will be in writing and deemed to have been duly given as of the
20 third business day after mailing by United States mail, or the day sent by email or messenger,
21 addressed as follows:

22 To Plaintiff:

23 D.LAW, INC.
24 Emil Davtyan
25 Emil@d.law
26 David Yeremian
27 d.yeremian@d.law
28 Roman Shkodnik
 r.shkodnik@d.law
 880 E Broadway
 Glendale, CA 91205
 Telephone: (818) 962-6465

Fax: (818) 962-6469

To Defendants:

MEDINA McKELVEY LLP

Alexander M. Medina

E-mail: alex@medinamckelvey.com

Timothy B. Nelson (SBN 235279)

E-mail: tim@medinamckelvey.com

Douglas R. Leach (SBN 325955)

E-mail: doug@medinamckelvey.com

925 Highland Pointe Drive, Suite 300

Roseville, California 95678

Telephone: (916) 960-2211

Facsimile: (916) 742-5488

11.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or by email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

11.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

IT IS SO AGREED.

By the Parties:

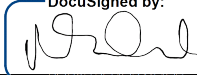
DATED: 10/24/24

DocuSigned by:

22025C17D41342A...

Plaintiff STANLEY CAJIGAL

1 DATED: 10/10/2024

DocuSigned by:

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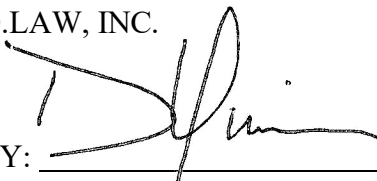
2
3 Defendants HOWMET GLOBAL FASTENING SYSTEMS,
4 INC. dba HOWMET FASTENING SYSTEMS, ALCOA
5 FASTENING SYSTEMS

6 By: Neil Marchuk
7
8 Position: Executive VP

9
10 Approved by counsel:

11 DATED: 10/24/24

D.LAW, INC.

12
13
14 BY: 

15 David Yeremiah
16 Roman Shkodnik
17 Counsel for Plaintiff

18 DATED: October 10, 2024

MEDINA McKELVEY, LLP

19
20 BY: 

21 Alexander M. Medina
22 Timothy B. Nelson
23 Douglas R. Leach
24 Attorneys for Defendants Howmet Global Fastening
25 Systems, Inc. dba Howmet Global Fastening Systems,
26 Alcoa Fastening Systems
27
28