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Attorneys for Defendant INTERNATIONAL WIND, LLC

UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA

STEVEN BURIN, individually, and
 on behalf of all others similarly
 situated,

Plaintiff,

vs.

INTERNATIONAL WIND, INC., a
 California corporation;
 INTERNATIONAL WIND, LLC, a
 limited liability company; and
 DOES 1 through 10, inclusive,

Defendants.

Case No.: 8:23-cv-02216-FWS(DFMx)

CLASS ACTION

JOINT STIPULATION OF SETTLEMENT

Judge: Hon. Fred W. Slaughter

Action Filed: August 28, 2023
 Action Removed: November 22, 2023
 Trial Date: January 20, 2026

1 This Joint Stipulation of Settlement is entered into between Plaintiff
2 Steven Burin (“Plaintiff”), on behalf of himself and the Class Members, and
3 Defendants International Wind, Inc. and International Wind, LLC (“Defendant”).
4 Plaintiff and Defendants are collectively referred to herein as the “Parties.”

5 **A. RECITALS.**

- 6 1. On August 28, 2023, Plaintiff provided written notice to the Labor and
7 Workforce Development Agency (“LWDA”) and Defendants regarding the
8 specific provisions of the Labor Code alleged to have been violated, including
9 the facts and theories to support those alleged violations.
- 10 2. On August 28, 2023, Plaintiff filed the Class Action Complaint in Orange
11 County Superior Court stating causes of action for (1) Failure to Pay
12 Minimum Wages, (2) Failure to Pay Overtime Compensation, (3) Failure to
13 Provide Meal Periods, (4) Failure to Authorize and Permit Rest Breaks, (5)
14 Failure to Indemnify Necessary Business Expenses, (6) Failure to Timely Pay
15 Final Wages at Termination, (8) Failure to Provide Accurate Itemized Wage
16 Statements, and (8) Unfair Business Practices.
- 17 3. On November 6, 2023, Plaintiff filed a First Amended Class Action and
18 PAGA Representative Action Complaint to add an additional cause of action
19 for Civil Penalties under the Private Attorneys General Act (“PAGA”).
- 20 4. On November 29, 2023, Defendants removed this case to the U.S. District
21 Court for the Central District of California, where it remains pending.
- 22 5. Defendants deny and continue to deny all of Plaintiff’s material allegations.
23 Specifically, Defendants contends (1) it did not fail to pay the Class minimum
24 wages or overtime; (2) it provided the Class with all meal and rest periods in
25 accordance with the law; (3) it did not fail to timely pay the Class wages due
26 and owing upon separation; (4) it did not fail to reimburse the Class for
27 necessary business expenses; (5) it provided the Class with accurate itemized
28 wage statements, consistent with Labor Code Section 226; (6) it did not

1 violate Business & Professions Code Section 17200, *et seq.*; (7) the PAGA
2 Group is not entitled to penalties under PAGA; and (8) Defendants are not
3 liable for damages, liquidated damages, penalties, attorney's fees, or costs of
4 litigation to the Class.

5 6. The Parties agreed to participate in an early mediation.

6 7. As part of the informal discovery process and the Parties' settlement
7 negotiations, Defendants provided Class Counsel with documents relating to
8 its policies, practices and procedures as well as data constituting the time and
9 payroll records for an agreed upon sampling of the putative class for the
10 period 2020 through 2023. In conjunction with those same negotiations, the
11 Parties spoke at length about the strengths and weaknesses of each sides'
12 claims and defenses, the certifiability of the claims, and the scope of
13 Defendant's alleged liability. Class Counsel retained an expert to analyze the
14 data produced by Defendant, and separately completed its own analysis of the
15 data, including calculating the damages of a number of individual class
16 members, in order to confirm the accuracy of their expert's calculations. The
17 Parties also ensured that they were in agreement as to certain critical terms
18 including, but not limited to, the number of workweeks and current and
19 former employee Class Members at issue to ensure the accuracy of their
20 respective analyses.

21 8. On August 26, 2024, the Parties participated in mediation with Brandon
22 McKelvey, Esq. After a half day of negotiations, Mr. McKelvey made a
23 mediator's proposal to resolve the matter. The Parties accepted the mediator's
24 proposal that same day.

25 9. For purposes of this settlement only, Plaintiff contends and Defendants do not
26 dispute that there is sufficient evidence to support the requirements for Class
27 certification for settlement purposes, specifically:
28

- a. There are approximately 89 Class Members, which is so numerous as to make it impractical to join all Class Members;
- b. The Class is ascertainable from Defendants' records;
- c. Common questions of law and fact exist;
- d. Plaintiff's claims are typical of the claims of the Class;
- e. Plaintiff and his counsel, Moon Law Group, PC, are adequate to represent the Class and should be appointed as Class Representatives and Class Counsel, respectively;
- f. The prosecution of separate actions by individual members of the Class would create the risk of inconsistent or varying adjudications, which could establish incompatible standards of conduct; and
- g. Questions of law and fact common to the members of the Class predominate over questions affecting individual members of the Class and a class action is superior to other available means for the fair and efficient adjudication of the controversy.

10. By entering into this Settlement, Defendants admit no liability, and explicitly deny liability or wrongdoing of any kind arising from the claims alleged in the Class Action. This Settlement shall not constitute an admission by Defendants as to any interpretation of laws or as to the merits, validity, or accuracy of any of the claims made against them in the Class Action, or that the claims alleged are suitable for class-wide or collective treatment.

B. DEFINITIONS.

11. "Class", "Class Members", and "Settlement Class Members" means all persons who worked for Defendants as a non-exempt, hourly employee in California at any time from August 28, 2019 to October 25, 2024. The term "Class Members" shall not include any person who submits a timely and valid request for exclusion.

12. “Class Action” refers to this class action lawsuit, *Steven Burin v. International Wind, Inc. et al.*, U.S. District Court for the Central District of California, Case No. 8:23-cv-02216-FWS(DFMx), and *Steven Burin v. International Wind, Inc. et al.*, Superior Court of the State of California, County of Orange, Case. No. 30-2023-01344893-CU-OE-CXC.
13. The “Settlement Approval Court” shall mean the U.S. District Court for the Central District of California or the Superior Court of the State of California, County of Orange, whichever may apply under Section C of this Settlement Agreement.
14. “Operative Complaint” shall mean the First Amended Class Action and PAGA Representative Action Complaint filed on November 6, 2023 in the Superior Court of the State of California, County of Orange.
15. “Class Counsel” refers Moon Law Group PC, by and through Lead Counsel Kane Moon and Lilit Ter-Astvatsatryan.
16. “Class List” refers to the list of Class Member information to be provided to the Settlement Administrator by Defendants.
17. “Class Notice” refers to the class notice, substantially in the form attached hereto as Exhibit A, as it may be modified by agreement of the Parties or upon order of the Court, which will be sent to the Class Members.
18. “Class Period” shall be defined as the time frame of August 28, 2019 to October 25, 2024.
19. “Class Representative” refers to Plaintiff Steven Burin.
20. “Defendants” means International Wind, Inc. and International Wind, LLC and their past, present, and future, whether direct or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, and administrators.
21. “Defense Counsel” refers to R. Scott Brink and Raef J. Cogan of Jeffer Mangels Butler & Mitchell LLP.

22. “Effective Date” as defined below is a condition of performance of the obligations under this Settlement. If no timely objections are filed or if all objections are withdrawn, funding of the settlement shall be within thirty (30) calendar days after the date upon which the Settlement Approval Court enters an Order granting Final Approval of the Settlement. If an objection is filed and not withdrawn, funding of the settlement shall be within thirty (30) calendar days after the date for filing an appeal and no such appeal being filed. If any timely appeals are filed, funding of the settlement shall be within thirty (30) calendar days after the date of the resolution (or withdrawal) of any such appeal in a way that does not alter the terms of the settlement.
23. “Employee-side Taxes” shall mean the employee’s share of any and all applicable federal, state or local payroll taxes and withholdings including, but not limited to those collected under authority of the Federal Insurance Contributions Act (“FICA”), FUTA and/or SUTA on the portion of any Participating Class Member’s Settlement Share that constitutes wages. The Employee-side Taxes and Withholdings will be withheld from and paid out of the Maximum Settlement Amount.
24. “Employer-side Taxes” shall mean and refer to Defendants’ share of corporate federal, state and/or local payroll taxes that is owed on the portion of any Participating Class Member’s Settlement Share that constitutes wages. The Employer-side Taxes will be withheld from and paid out of the Maximum Settlement Amount.
25. “Final Approval Hearing” means the hearing set by the Settlement Approval Court for the purpose of determining, *inter alia*, (1) the fairness, adequacy, and reasonableness of the Settlement, (2) the Service Payment to Plaintiff, and (3) the fees and costs of Class Counsel.
26. “Final Approval Order” or “Order of Final Approval” refers to the order of the Settlement Approval Court granting final approval of this Settlement and

entering a judgment approving this Settlement on substantially the same terms provided herein or as may be modified by subsequent agreement of the Parties.

27. "Individual Pay Periods" shall mean the number of Pay Periods for an individual PAGA Group Member.

28. "Individual Workweeks" shall mean the number of Workweeks for an individual Class Member.

29. "PAGA Notice" shall mean the written notice that Plaintiff submitted on August 28, 2023, to the Labor and Workforce Development Agency ("LWDA") and Defendants regarding the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support those alleged violations.

30. "LWDA Payment" shall mean the payment to the California Labor and Workforce Development Agency ("LWDA") constituting seventy-five percent (75%) of the value assigned to the claim for penalties under the California Labor Code Private Attorneys General Act, California Labor Code Section 2698, *et seq.* ("PAGA"). Specifically, \$3,750.00, which shall constitute the LWDA's 75% share of \$5,000.00 in civil penalties paid under this Settlement. The remaining \$1,250.00 in civil penalties shall be distributed on a *pro rata* basis based upon the number of pay periods worked by each PAGA Group Member ("PAGA Payment").

31. "Maximum Settlement Amount" refers to the maximum amount which Defendants are obliged to pay under this Settlement Agreement, i.e., \$142,500.00.

32. "Net Settlement Amount" refers to the Maximum Settlement Amount, less (a) the fees and costs of the Settlement Administrator, (b) the payment to the California Labor and Workforce Development Agency ("LWDA"), (c) the Service Payment of Plaintiff, (d) Class Counsel's Fees and Costs, and (e) Employer-side Taxes and Employee-side Taxes.

33. “Order of Preliminary Approval” or “Preliminary Approval Order” refers to the order of the Court granting preliminary approval of this Settlement.
34. The “PAGA Group” shall mean all persons who, during the PAGA Period, have previously been or currently are employed in California by Defendants, as an hourly-paid, non-exempt employee. “PAGA Group Member” shall mean an individual who is a member of the PAGA Group (or if any such person is incompetent, deceased, or unavailable due to military service, the person’s legal representative or successor in interest evidenced by reasonable verification).
35. “PAGA Payment Share” shall mean the value of each PAGA Group Member’s share of the PAGA Payment as provided by this Settlement Agreement.
36. “PAGA Period” shall be defined as the time frame of August 28, 2022 to October 25, 2024.
37. “Participating Class Members” refers to all Class Members who do not timely and validly exclude themselves from the Settlement in accordance with the procedures set forth herein.
38. “Parties” refers to Plaintiff and Defendants.
39. “Pay Period” shall mean any pay period in which a Class Member actually received payment from Defendants as an hourly-paid, non-exempt employee.
40. “Plaintiff” refers to Plaintiff Steven Burin.
41. “Qualified Settlement Fund” or “QSF” means an account that will qualify and be characterized as a Qualified Settlement Fund under the provisions of the U.S. Treasury Regulations 1.486B-1 and 1.468B-5, to be set up as provided below, and into which the Maximum Settlement Amount is to be deposited as agreed herein, to be administered in a manner consistent with law and the terms of this Settlement.

42. “Released Claims” refers collectively to the claims released by Participating Class Members, as appropriate, and as defined in Paragraph 73.

43. “Released PAGA Claims” means the PAGA claims released by Plaintiff on behalf of himself and the other allegedly aggrieved employees and the LWDA, described in detail in Paragraph 74, as against Defendants.

44. “Released Parties” means Defendants and their past, present, and future, whether direct or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, and administrators.

45. “Response Deadline” or “Response Period” means the final date, sixty (60) days after the Settlement Administrator mails the Class Notice, upon which Class Members may submit a request for exclusion or objection to the Settlement.

46. “Settlement” or “Settlement Agreement” refer to this Joint Stipulation of Settlement.

47. “Settlement Administrator” refers to Phoenix Class Action Administration Solution the third-party administrator whom the Parties have selected to administer the Settlement in accordance with the terms set forth herein and as approved by the Settlement Approval Court.

48. “Settlement Share” refers to the value of the Net Settlement Amount which an individual Class Member is entitled to receive pursuant to the Settlement.

49. “Workweek” shall mean any week in which a Class Member actually performed paid work for Defendants during the Class Period as an hourly-paid, non-exempt employee.

C. APPLICATION FOR APPROVAL OF THE SETTLEMENT, CLASS CERTIFICATION, DISSEMINATION OF NOTICE, AND SETTING OF FINAL APPROVAL HEARING.

1 50. Promptly upon the full execution of this Settlement Agreement, the Parties shall
2 stipulate to Remand the Class Action to California superior court. In California
3 superior court, Plaintiff shall apply to the superior court for approval of the
4 Settlement, including an Order of Preliminary Approval that, amongst other
5 things, (a) preliminarily approves the Settlement under the legal standards
6 relating to the approval of class and collective action settlements; (b)
7 preliminarily certifies the Settlement Class for settlement purposes only; (c)
8 approves the Class Notice and authorizes dissemination of the same; (d)
9 preliminarily approves Plaintiff as Class Representative; (e) preliminarily
10 approves Moon Law Group, PC as Class Counsel; (f) preliminarily approves
11 Phoenix Class Action Administration Solution to serve as Settlement
12 Administrator; and (g) sets a Final Approval Hearing and briefing schedule.
13 Should this Settlement not become effective for any reason, the fact that the
14 Parties stipulated to certification of a Class herein shall have no bearing on and
15 shall not be admissible on the question of whether a class/collective action
16 should be certified in a non-settlement context.

17 51. In the event the Parties' stipulation to Remand the Class Action is denied,
18 Plaintiff shall apply to this Court for approval of the Settlement, including an
19 Order of Preliminary Approval that, amongst other things, (a) preliminarily
20 approves the Settlement under the legal standards relating to the approval of
21 class and collective action settlements; (b) preliminarily certifies the Settlement
22 Class for settlement purposes only; (c) approves the Class Notice and authorizes
23 dissemination of the same; (d) preliminarily approves Plaintiffs as Class
24 Representatives; (e) preliminarily approves Moon Law Group, PC as Class
25 Counsel; (f) preliminarily approves Phoenix Class Action Administration
26 Solution to serve as Settlement Administrator; and (g) sets a Final Approval
27 Hearing and briefing schedule. Should this Settlement not become effective for
28 any reason, the fact that the Parties stipulated to certification of a Class herein

shall have no bearing on and shall not be admissible on the question of whether a class/collective action should be certified in a non-settlement context.

D. CONSIDERATION FOR THE SETTLEMENT.

52. Maximum Settlement Amount.

The Parties agree to settle this Class Action for the Maximum Settlement Amount of \$142,500.00. The Maximum Settlement Amount and other actions and forbearances taken by Defendants are paid in full and final settlement of (a) the Released Claims, (b) the PAGA Released Claims; (c) the fees and costs of the Settlement Administrator, (d) the payment to the LWDA, (e) the Service Payment to Plaintiff, and (f) Class Counsel's Fees and Costs. The Maximum Settlement Amount shall be deposited into the QSF within 30 calendar days of the Effective Date.

53. Allocation of the Maximum Settlement Amount.

Subject to Settlement Approval Court approval, the Maximum Settlement Amount of \$142,500.00 will be credited or allocated as follows:

- (i) \$5,950.00 for the fees and costs of the Settlement Administrator;
- (ii) \$3,750.00 payment to LWDA under the PAGA;
- (iii) \$1,250.00 for payment to the PAGA Group Member Employees;
- (iv) \$7,500.00 Service Payment to Plaintiff;
- (v) \$15,000.00 payment to Class Counsel for declared Costs; and
- (vi) \$47,500.00 payment to Class Counsel for attorneys' fees.

The remainder, plus the \$1,250.00 in Paragraph 53(iii), constitutes the Net Class Settlement Amount: \$62,800.00.

54. Escalator Clause.

Defendants represent that the Class Members have worked an estimated 1,622 workweeks during the Class Period. Should the qualifying workweeks worked by Class Members increase beyond 10% (i.e., more than 1,784 workweeks worked) during the Class Period, Defendants shall increase the Maximum Settlement Amount

1 on a pro-rata basis equal to the percentage increase in the number of workweeks
2 worked by the Class Members above ten percent (10%).

3 55. Non-Monetary Relief.

4 Although Defendants deny they ever acted illegally and that as noted herein
5 nothing in this agreement constitutes an admission of liability, in addition to the
6 Maximum Settlement Amount, Defendants also agree that they have reviewed their
7 policies, practices, and procedures associated with (a) the payment of minimum wage
8 and overtime pay, (b) the provision of meal and rest breaks, and (c) furnishing of
9 wage statements, to ensure compliance with California law.

10 56. Reasonable Fees and Costs of the Settlement Administrator.

11 All of the Settlement Administrator's fees and costs, which are estimated not
12 to exceed \$5,950.00 unless otherwise approved by the Settlement Approval Court,
13 will be paid out of the Maximum Settlement Amount from the QSF.

14 57. Payment to the LWDA under the PAGA.

15 The Parties allocate \$5,000.00 to the PAGA claims. Of that amount, 75% – or
16 \$3,750.00 – will be paid to the LWDA, and 25% – or \$1,250.00 – will be returned to
17 the portion of the Net Settlement Amount allocated to the Settlement Class Members.
18 The Parties believe such amount is reasonable and sufficient under the circumstances
19 and serves the punitive and deterrent purposes of the PAGA. The Settlement
20 Administrator shall make the payment to the LWDA within 10 calendar days after
21 Defendants fund the QSF or the Effective Date, whichever is later.

22 58. Service Payment to Plaintiff.

23 Subject to Settlement Approval Court approval, Plaintiff will apply for Service
24 Payment not to exceed \$7,500, in consideration for Plaintiff's efforts on behalf of the
25 Class including, but not limited to, assisting in the investigation and consulting with
26 Class Counsel, providing critical information and documents to Class Counsel, and
27 participating in settlement negotiations, the mediation, and in the drafting of the
28 Settlement Agreement. Any Service Payment approved by the Settlement Approval

1 Court will be paid out of the Maximum Settlement Amount and shall be in addition
2 to Plaintiff's Settlement Share under the terms of the Settlement. The Settlement
3 Administrator will issue an IRS Form 1099 for any Service Payment approved by the
4 Settlement Approval Court. The Settlement Administrator shall transfer the Service
5 Payment to Class Counsel within 10 calendar days after Defendants fund the QSF or
6 the Effective Date, whichever is later. Defendants will not oppose Plaintiff's request
7 for Service Payment of equal to or less than \$7,500.

8 59. Reasonable Attorneys' Fees and Costs to Class Counsel.

9 Subject to Settlement Approval Court approval, Class Counsel will apply to
10 the Settlement Approval Court for an award of attorneys' fees and costs incurred in
11 connection with the prosecution of this matter; all of the work remaining to be
12 performed including, but not limited to, documenting the Settlement; drafting the
13 Class Notice; soliciting bids from, negotiating with, and retaining the Settlement
14 Administrator; preparing all of the motions and documents necessary to secure
15 Settlement Approval Court approval of the Settlement Agreement (including all
16 related appellate work if necessary); carrying out their duties to see that the
17 Settlement Agreement is fairly administered and implemented; responding to
18 questions from Settlement Class Members; and obtaining judgment.

19 Class Counsel will apply to the Settlement Approval Court for an award of
20 attorneys' fees in an amount not to exceed one-third (1/3) of the Maximum Settlement
21 Amount, or \$47,500.00, and declared costs of up to \$15,000.00. Defendants will not
22 oppose Class Counsel's request of equal to or less than the amounts referenced above.
23 The fees and costs awarded to Class Counsel by the Settlement Approval Court shall
24 be paid out of the Maximum Settlement Amount from the QSF. The Settlement
25 Administrator shall issue an IRS Form 1099 to Class Counsel in connection with this
26 payment. The Settlement Administrator shall transfer the attorneys' fees and costs
27 awarded to Class Counsel within 10 calendar days after Defendants fund the QSF or
28 the Effective Date, whichever is later.

1 In the event that a lesser sum is awarded for the attorneys' fees and costs
2 referenced above, or for the Service Payment referenced in Paragraph 58, the
3 approval by the Settlement Approval Court of any such lesser sum(s) shall not be
4 grounds for Plaintiff and/or Class Counsel to terminate the Settlement, but such an
5 order shall be appealable by them. In the event that such an appeal is filed, final
6 funding and administration of the portion of the attorneys' fees and/or costs award
7 and/or Service Payment in dispute will be segregated and stayed pending the
8 exhaustion of appellate review. If, after the exhaustion of any such appellate review,
9 additional amounts are distributable to the Participating Class Members, the cost of
10 administration of the payments to them will be paid out of such additional amounts
11 and not by Defendants. Any amount not awarded in attorneys' fees, costs and Service
12 Payment shall be added to the Net Settlement Amount and distributed to the
13 Participating Class Members in accordance with the terms of the Settlement.

14 As of the date the QSF is funded or the Effective Date, whichever is later, and
15 except as otherwise provided by this Settlement, Class Counsel and any counsel
16 associated with Class Counsel waive any further claims to costs and attorney's fees
17 and expenses against Defendants or the Released Parties arising from or related to
18 the Class Action, including but not limited to claims based on the Labor Code, the
19 Code of Civil Procedure, PAGA, the Fair Labor and Standards Act, the Business and
20 Professions Code, or any other contract, statute or law.

21 60. Tax Treatment of Settlement Shares.

22 For the purpose of taxes and required withholdings, the Parties agree that (i)
23 Payments to Class Members shall be considered 10% wages (for which an IRS Form
24 W-2 shall be issued) and 90% interest and penalties (for which an IRS Form 1099
25 shall be issued); and (iii) Payments to PAGA Group Members shall be considered
26 100% penalties (for which an IRS Form 1099 with be issued).

27 Prior to the mailing of the Class Notice and again prior to the distribution of
28 Settlement Shares, the Settlement Administrator shall calculate the total taxes and

1 withholdings required as a result of the wage portion of the Settlement Share. The
2 Parties understand that Participating Class Members who receive Settlement Shares
3 under this Settlement shall be solely responsible for any and all individual tax
4 obligations on the non-wage portion of their Settlement Share, and will indemnify
5 and hold harmless Defendants for any taxes, interest or penalties that may be incurred
6 by Defendants on the non-wage portion of the Participating Class Member's
7 Settlement Share if any taxing authority disputes the allocation of the settlement
8 payment.

9 61. No Effect on Employee Benefit Plans.

10 Neither this Settlement nor any amounts paid hereunder will modify any
11 previously credited hours, days, or weeks of service under any employee benefit plan,
12 policy or bonus program sponsored by Defendants.

13 62. Undistributed Funds.

14 In the event that any checks mailed to Participating Class Members remain
15 uncashed after the expiration of 180 days, or an envelope mailed to a Participating
16 Class Member is returned and no forwarding address can be located for the
17 Participating Class Member after reasonable efforts have been made (including but
18 not limited to skip tracing), the Settlement Administrator shall transmit the funds
19 represented by such checks to the California Controller's Unclaimed Property Fund
20 in the name of the Class Member thereby leaving no "unpaid residue" subject to the
21 requirements of California Code of Civil Procedure Section 384, subd. (b).

22 **E. ADMINISTRATION OF THE SETTLEMENT.**

23 63. Duties of the Settlement Administrator.

24 The Settlement Administrator shall perform the duties required by this
25 Settlement by, among other things, and without limitation, (i) receiving and updating
26 through normal and customary procedures the list of Class Members to be produced
27 by Defendants, so that it is updated prior to the mailing of the Class Notice, (ii)
28 populating, printing and mailing the Settlement Approval Court-approved Class

1 Notice, (iii) establishing and maintaining a settlement website in the manner
2 described below, (iv) responding to Class Member inquiries as appropriate, (v)
3 performing necessary additional skip traces on any notices and/or checks returned as
4 undeliverable, (vi) calculating the Settlement Shares of the Participating Class
5 Members, (vii) resolving disputes during the administration process in the manner
6 described below, (viii) reporting to Class Counsel and Defense Counsel regarding
7 administration of the Settlement, (ix) establishing the QSF in the manner described
8 below, (x) preparing and mailing settlement checks to the Participating Class
9 Members, (xi) preparing and mailing the Settlement Approval Court-approved
10 payments to itself, the LWDA, the Class Representative, and Class Counsel, (xii)
11 preparing all appropriate tax forms required in connection with the payments called
12 for by this Settlement and remitting those forms and all required payments to the
13 appropriate governmental agencies, (xiii) preparing a final report and declaration
14 summarizing the administration of the Settlement, and (xiv) generally performing all
15 normal and customary duties associated with the administration of such settlements.

16 64. Dispute Resolution.

17 The Settlement Administrator shall have the initial responsibility for resolving
18 any disputes that arise during the administration of the Settlement including, without
19 limitation, disputes regarding whether a Class Member is entitled to a Settlement
20 Share and, if so, the amount thereof. In resolving such disputes, Defendants'
21 employment records shall be presumed accurate and correct, and shall be final and
22 binding unless the information submitted by the individual (e.g., time records, wage
23 statements, employment records, etc.) proves otherwise. In the event that the
24 Settlement Administrator cannot resolve a dispute based upon a review of
25 Defendants' records, the Settlement Administrator will schedule a call with Class
26 Counsel and Defense Counsel to discuss and resolve the dispute. After such call, the
27 Settlement Administrator will resolve the dispute and such resolution will be final
28 and binding on the Class Member.

1 65. Establishing the Qualified Settlement Fund.

2 The Parties understand and agree that: (1) the Maximum Settlement Amount
3 will qualify and be characterized as a Qualified Settlement Fund ("QSF") under the
4 provisions of Treasury Regulation Sections 1.468B-1 and 1.468B-5 with the purpose
5 of resolving and/or satisfying the claims raised in this Settlement Agreement, (2) the
6 QSF will be taxed as a separate entity for purposes of all federal, state, and local
7 taxes, (3) the Parties shall treat the QSF on a basis consistent therewith for all tax
8 purposes (and, for the avoidance of doubt, this Settlement Agreement shall be
9 interpreted consistently therewith), (4) the QSF will be characterized as the employer
10 of all Participating Class Members for purposes of determining all tax obligations
11 (including withholding obligations), if any, associated with any and all payments
12 under this Settlement, and (5) the QSF will bear full and sole responsibility (including
13 the preparation and submission of necessary tax forms) for all withholding taxes
14 associated with the QSF and settlement funds under this Settlement Agreement, in
15 addition to any income taxes with respect to the earnings within the QSF and tax
16 requirements relating to payments from the QSF. Any interest accrued by the QSF
17 shall inure to the benefit of the Settlement Class. All taxes (if any, including any
18 interest and penalties) arising with respect to income earned by the QSF shall be paid
19 from the QSF. All expenses and costs incurred in connection with the operation and
20 implementation of this section (including without limitation, expenses of attorneys
21 and/or accountants and mailing and distribution of expenses related to filing (or
22 failing to file) any necessary tax returns) shall be paid from the QSF. For the
23 avoidance of doubt, Defendants shall have no obligations with respect to the
24 administration of the QSF, except as expressly provided under this Paragraph 65.

25 The Settlement Administrator shall be responsible for establishing the QSF
26 upon the Settlement Approval Court's approval to do so, which approval the Parties
27 will jointly seek. The Maximum Settlement Amount shall be deposited into the QSF
28

1 within thirty (30) calendar days of the Effective Date. Defendants may, at their
2 discretion, deposit the Maximum Settlement Amount at an earlier date.

3 **F. CLASS LIST, NOTICE TO SETTLEMENT CLASS MEMBERS,**
4 **PARTICIPATION IN THE SETTLEMENT, AND SETTLEMENT**
5 **SHARES.**

6 66. Provision of the Class List.

7 Within 10 business days after the Motion for Preliminary Approval is
8 granted, Defendants will provide to the Settlement Administrator the “PAGA
9 Group” and “Class Members’ Data,” which shall consist of an electronic database
10 containing (i) each Class Member’s first and last name, (ii) last known mailing
11 address, (ii) the Class Member’s Social Security number or Tax ID, (iii) the Class
12 Member’s employee identification number, if applicable, based on Defendants’
13 payroll records, (iv) the Class Member’s total number of Individual Workweeks,
14 and (v) PAGA Group Members’ total number of Individual Pay Periods. If any or
15 all of the Class Members’ Data are unavailable to Defendants, Defendants will so
16 inform Class Counsel prior to the date on which Defendants are required to submit
17 the Class Members’ Data to the Settlement Administrator and the Parties will make
18 their best efforts to reconstruct or otherwise agree upon the Class Members’ Data
19 prior to when it must be submitted to the Settlement Administrator. If the Parties
20 are unable to agree, the dispute will be resolved by the Settlement Administrator as
21 provided in Paragraph 64. This information will otherwise remain confidential and
22 will not be disclosed to anyone, including counsel for Plaintiff, except as required to
23 applicable taxing authorities, and except as required to carry out the reasonable
24 efforts to identify Class Member information as described in this Paragraph 66,
25 pursuant to Defendants’ express written authorization, or by order of the Settlement
26 Approval Court.

27 67. Notice to Settlement Class Members.

28

Promptly upon receipt of the Class List, the Settlement Administrator shall access the National Change of Address Database (“NCOA”) and update the addresses provided by Defendants. The Settlement Administrator shall also determine the number of pay periods worked, as appropriate, for each Class Member, determine whether the Class Member is a member of the Former Employee Sub-Class, and populate the Class Notice accordingly. Within 10 calendar days after receipt of the Class List, the Settlement Administrator shall mail the Class Notice to each Class Member via first-class mail. For each Class Notice that is returned as undeliverable before the Response Deadline, the Settlement Administrator shall promptly attempt to determine a correct address using its best efforts and shall resend the notice to any new address determined thereby. Class Members who are sent a re-mailed Notice shall have their Response Deadline extended by ten (10) calendar days from the date the Settlement Administrator re-mails the Notice Packet.

68. Participation in the Settlement and Calculation of Settlement Shares.

Class Members are not required to file claims in order to be eligible to participate in this Settlement and receive their Settlement Share. In accordance with the formulas set forth below, the Net Settlement Amount shall be paid to Participating Class Members. From the LWDA Payment, \$1,250.00 shall be distributed to PAGA Group Members. The amount of each Participating Class Member and PAGA Group Member Settlement Share shall be determined by the Settlement Administrator as follows:

(i) Class Members.

The workweeks worked during the Class Period by each Participating Class Member will be divided by the total workweeks worked by all Participating Class Members during the Class Period, resulting in a payment ratio for each Participating Class Member. Each Participating Class Member’s payment ratio is then multiplied by the portion of the

1 Net Settlement Amount allocated to the Class to determine his or her
2 individual Participating Class Member Settlement Share.

3 (ii) PAGA Group Members.

4 The pay periods worked during the PAGA Period by each PAGA Group
5 Member will be divided by the total pay periods worked by all PAGA
6 Group Members during the PAGA Period, resulting in a payment ratio
7 for each PAGA Group Member. Each PAGA Group Member's
8 payment ratio is then multiplied by the \$1,250 allocated to the PAGA
9 Group Members to determine his or her individual payment (the "PAGA
10 Payment Share"). Each PAGA Group Member's PAGA Payment Share
11 shall be paid in addition to any Participating Class Member payment to
12 which the PAGA Group Member may be entitled.

13 The Settlement Administrator shall pay to each Participating Class Member
14 his or her Settlement Share and to each PAGA Group Member his or her PAGA
15 Payment Share from the QSF. The Settlement Administrator shall pay each
16 Settlement Share by sending a check in the appropriate amount after withholdings
17 to the Participating Class Member at the address indicated in the Class Member's
18 Data. The Settlement Administrator shall pay each PAGA Payment Share by
19 sending a check in the appropriate amount to the PAGA Group Member at the
20 address indicated in the PAGA Group Member's Data. Such payment shall be sent
21 by the Settlement Administrator via U.S. Mail within fourteen (14) calendar days of
22 its receipt of the Maximum Settlement Amount from Defendants, or within fourteen
23 (14) calendar days of the Effective Date, whichever is later.

24 69. Procedures for Challenges.

25 A Class Member may, before the Response Deadline, dispute the amount of
26 his or her Settlement Share, and the data used to calculate it, by timely sending a
27 written notice to the Settlement Administrator informing the Settlement
28 Administrator of the nature of the dispute and providing any records or

1 documentation supporting their position. In response to such a challenge, Defendants
2 will first verify the accuracy of the information contained in its records. Next, Class
3 Counsel and Defense Counsel will make a good faith effort to resolve the dispute
4 informally. If Class Counsel and Defense Counsel are unable to agree, the dispute
5 shall be resolved by the Settlement Administrator after examination of the records
6 provided by the Settlement Class Member and Defendants. The Settlement
7 Administrator's determination will be final and binding.

8 If, before the Response Deadline, an individual not previously identified in the
9 Class List asserts his or her membership in the Settlement Class and seeks recovery
10 under the Settlement, the Settlement Administrator shall provide Class Counsel and
11 Defense Counsel with the evidence submitted by the individual. To be eligible for
12 recovery under this Settlement, individuals must provide sufficient proof to the
13 Settlement Administrator supporting his or her request for inclusion, including
14 specific evidence establishing that he or she qualifies as a Settlement Class Member
15 as defined herein. If Class Counsel and Defense Counsel agree an individual is not a
16 Settlement Class Member, the Settlement Administrator will inform the individual
17 that their request for inclusion has been rejected. If Class Counsel and Defense
18 Counsel are unable to agree, the dispute shall be resolved by the Settlement
19 Administrator after examination of the records provided by the Settlement Class
20 Member and Defendants. The Settlement Administrator's determination will be final
21 and binding.

22 **G. EXCLUSIONS, OBJECTIONS AND BINDING EFFECT OF**
23 **SETTLEMENT.**

24 **70. Right of Class Members to Opt-Out of Settlement.**

25 The Class Notice will advise each Class Member of their right exclude
26 themselves or opt-out of the Settlement. To be effective, requests for exclusion must
27 (a) be submitted in writing to the Settlement Administrator, postmarked before the
28 Response Deadline (b) contain the individual's first and last name, current home (or

1 mailing address), and the last four digits of his or her social security number, and (c)
2 include written affirmation of his or her desire to exclude themselves containing the
3 following or substantially similar language:

4 “I elect to opt-out of the *Burin v. International Wind, Inc., et al.* class
5 action settlement. I understand that by doing so, I will not be able to
6 participate in the settlement, and will not receive a share of the
7 settlement.”

8 The Settlement Administrator shall email copies of any Opt-Outs received to
9 all counsel within 48 hours of its receipt of same. The Class Notice shall include the
10 specific address to which requests for exclusion must be mailed as well as a summary
11 of the foregoing. Any Class Member who timely requests exclusion from this
12 Settlement shall not have any rights under the Settlement, shall not be entitled to
13 receive a Settlement Share, shall not be bound by the Settlement or the Order of Final
14 Approval, and shall not have the right to file an objection to the Settlement. A Class
15 Member who timely submits a valid request for exclusion will not participate in, or
16 be bound by, the Settlement of the Judgment and will not receive any payment
17 pursuant to the Settlement except for a payment from the portion of the PAGA
18 Payment to the PAGA Group if the Class Member is a PAGA Group Member, and
19 will not be bound by the terms of the Settlement, except for the release of the Released
20 PAGA Claims if the Class Member is a PAGA Group Member, and will not have any
21 right to object, appeal, or comment thereon.

22 71. Right of Class Members to Object to Settlement.

23 The Class Notice will advise each Class Member of their right to object to the
24 Settlement. To be effective, objections must (a) be mailed to the Settlement
25 Administrator, postmarked before the Response Deadline (b) clearly identify the
26 case name and number, (c) contain the objector’s full name, current home (or mailing
27 address), and the last four digits of his or her social security number, (d) clearly and
28 concisely state all grounds for the objection, (e) indicate whether the objector is

1 represented by counsel and, if so, identify such counsel, (f) indicate whether the
2 objector and/or his or her counsel intend to appear at the Final Approval Hearing, and
3 (g) be signed by the objector or his or her counsel. Regardless of whether a Class
4 Member submits a written objection, the Class Member may appear at the Final
5 Approval Hearing and raise an oral objection to the Settlement.

6 The Notice will include the specific address to which objections must be
7 mailed as well as a summary of the foregoing. Any Class Member whose objection
8 is overruled will be deemed to be a Participating Class Member and subject to the
9 terms of this Settlement and the Settlement Approval Court's Order of Final
10 Approval.

11 72. Binding Effect on Participating Class Members.

12 All Participating Class Members will bound by the terms and conditions of this
13 Settlement, the Settlement Approval Court's Order of Final Approval, and the
14 releases set forth herein.

15 **H. RELEASES**

16 73. Released Claims.

17 As of the Effective Date and the date the QSF is funded, , each
18 Participating Class Member, and without the need to manually sign a release
19 document, in exchange for the consideration recited in this Settlement Agreement, on
20 behalf of himself or herself and on behalf of his/her current, former, and future heirs,
21 executors, administrators, attorneys, agents, and assigns, shall and does hereby fully
22 and finally release the Released Parties from any and all claims, demands, rights,
23 liabilities, and causes of action that reasonably could have been asserted against the
24 Released Parties in the lawsuit based on the facts alleged in the Class Action.
25 ("Released Claims"). Released Claims for Class Members who worked for
26 Defendants during the Class Period shall have their claims released during the Class
27 Period. The Released Claims release all causes of action and claims that were alleged
28 in the Class Action or reasonably could have been alleged based on the facts and legal

theories contained in the operative complaint, including, but not limited to, all of the following claims for relief:

- (i) All causes of action and claims that were alleged in the Class Action or reasonably could have been alleged based on the facts and legal theories contained in the operative complaint, including, but not limited to, all of the following claims for relief: Failure to Pay Minimum Wages (Labor Code §§ 204, 1194, 1194.2, 1197), Failure to Pay Overtime Compensation (Labor Code §§ 510, 1194, 1198), Failure to Provide Meal Breaks (Labor Code §§ 226.7, 512), Failure to Authorize and Permit Rest Breaks (Labor Code § 226.7), Failure to Indemnify Necessary Business Expenses (Labor Code § 2802), Failure to Timely Pay Final Wages at Termination (Labor Code §§ 201-203), Failure to Provide Accurate Itemized Wage Statements (Labor Code § 226), Unfair Business Practices (Bus. Prof. Code § 17200 *et seq.*), Civil Penalties Under Private Attorneys General Act of 2004 (Labor Code § 2698 *et seq.*), claims for restitution and other equitable relief, liquidated damages, civil penalties, statutory penalties, punitive damages, waiting time penalties, interest, as well as all similar provisions under the Federal Fair Labor Standards Act, including 29 U.S.C. sections 206, 207, and 216, and the National Labor Relations Act.

74. Released PAGA Claims.

As of the Effective Date and the date the QSF is funded,, each PAGA Group Member, and without the need to manually sign a release document, in exchange for the consideration recited in this Settlement Agreement, on behalf of himself or herself and on behalf of his/her current, former, and future heirs, executors, administrators, attorneys, agents, and assigns, shall and does hereby fully and finally release Released Parties from any and all claims, demands, rights, liabilities, and causes of action that were or reasonably could have been asserted in

1 the lawsuit based on the facts alleged in the Class Action and the PAGA Notice
2 against the Released Parties in the Class Action for civil penalties pursuant to the
3 PAGA that were alleged or reasonably could have been alleged under the Labor
4 Code, state or local wage and hour laws and Wage Orders, whether known or
5 unknown, based on the facts and legal theories contained in the Class Action,
6 including but not limited to (a) failure to pay minimum wages; (b) failure to pay
7 overtime compensation; (c) failure to provide meal periods or compensation in lieu
8 thereof; (d) failure to provide rest periods or compensation in lieu thereof; (e)
9 failure to pay wages timely at time of termination or resignation; (f) failure to
10 reimburse necessary business expenses; (g) failure to provide complete, accurate
11 wage statements; (h) failure to timely pay all wages that could have been premised
12 on the claims, causes of action or legal theories of relief described above or any of
13 the claims, causes of action or legal theories of relief pleaded in the operative
14 complaint (the "PAGA Released Claims"). Following the Effective Date and
15 Defendants funding the settlement, all PAGA Group Members will release the
16 Released Parties from the PAGA Released Claims that accrued during the PAGA
17 Period. PAGA Group Members cannot opt out of or object to the foregoing PAGA
18 Release.

19 75. Plaintiff's General Release

20 As of the Effective Date and the date the QSF is funded in exchange for the
21 consideration set forth in this Settlement Agreement, Plaintiff shall release all
22 claims against Defendants related to Plaintiff's employment, including all claims
23 alleged in the Class Action, and be bound by a Civil Code Section 1542 release and
24 waiver of all claims known and unknown, without exception, except as may be
25 prohibited by law. This specifically excludes claims for unemployment insurance,
26 disability, social security, and workers' compensation (except for claims pursuant to
27 California Labor Code Sections 132a and 4553). Section 1542 of the Civil Code
28 provides:

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

7 Plaintiff hereby acknowledges that he may hereafter discover claims or facts in
8 addition to or different from those which Plaintiff now knows or believes to exist
9 with respect to the subject matter of this General Release and which, if known or
10 suspected at the time of executing this General Release, may have materially
11 affected this Settlement. Nonetheless, Plaintiff hereby waives any right, claim or
12 cause of action that might arise as a result of such different or additional claims or
13 facts. Plaintiff acknowledges that he understands the significance and consequence
14 of such release and such specific waiver of Section 1542.

15 76. No Publicity.

16 The Parties and their counsel agree that they will not issue any press releases,
17 initiate any contact with the press, respond to any press inquiry or have any
18 communications with the press about the facts, amount or terms of the Settlement.
19 Plaintiffs and Class Counsel further agree to keep the terms of the Settlement
20 confidential prior to filing the Motion for Preliminary Approval.

21 77. No Admission of Liability.

22 Defendants deny that they have engaged in any unlawful activity, have failed
23 to comply with the law in any respect, or have any liability to anyone under the
24 claims asserted in the Class Action. This Settlement is entered into solely for the
25 purpose of compromising highly disputed claims. Nothing in this Settlement is
26 intended or will be construed as an admission of liability or wrongdoing by
27 Defendants, an admission by Plaintiff that any of his claims were non-meritorious,
28 or any defense asserted by Defendants was meritorious. This Settlement and the

fact that Plaintiff and Defendants were willing to settle the Class Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with the Settlement).

I. FINAL SETTLEMENT APPROVAL.

78. A Final Approval Hearing shall be held for the purpose of considering, *inter alia*, (a) the fairness, adequacy, and reasonableness of the Settlement, (b) the Service Payments to Plaintiffs, (c) the fees and costs of Class Counsel, and (d) the propriety of any timely objections as well as Class Counsel and Defense Counsel's response thereto. The date of the Final Approval Hearing shall be set by the Settlement Approval Court, and notice of such shall be provided to Class Members in the Class Notice. Although the Settlement Approval Court may continue the Final Approval Hearing without further notice to the Settlement Class Members, the Settlement Administrator's website will be updated to provide this information.

Upon final approval of the Settlement, the Parties will respectfully request the Settlement Approval Court enter an Order of Final Approval:

- (i) Approving the Settlement, adjudging the terms thereof to be fair, reasonable, and adequate, and directing consummation of its terms and provisions;
- (ii) Approving payment to the Settlement Administrator;
- (iii) Approving the Service Payment to the Plaintiff for his service as Class Representative;
- (iv) Approving Class Counsel's application for fees and costs;
- (v) Permanently enjoining and restraining Participating Class Members from and against initiating or pursuing against Defendants any individual, representative, or class claims released by this Settlement;
- (vi) Entering judgment in this Class Action consistent with the terms of this Settlement ("Judgment"); and

(vii) Retaining jurisdiction to the extent necessary over the subject matter of the Class Action and over the Parties and Settlement Class Members to enforce the terms of the Settlement.

79. Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.

If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion, petition, writ, or application, the reviewing court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement, and that court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher court, then either Party will have the right to void the Settlement, which the Party must do by giving written notice to the other Parties, the reviewing court, and the Superior Court or District Court, not later than fourteen (14) days after the reviewing court's decision vacating, reversing, or materially modifying the Judgment becomes final. For the purposes of this paragraph, a "material change" is a change to the terms outlined in this Settlement. A vacation, reversal, or modification of the Settlement Approval Court's award of the Service Payment, or the Class Counsel's Attorney's Fees and Costs will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this paragraph.

J. TERMINATION OF THE SETTLEMENT.

80. Grounds for Termination of the Settlement.

If the Settlement Approval Court ultimately does not grant final approval of the Settlement or grants final approval conditioned on any material change to the Settlement that is not agreed to by one of the Parties, then either Party will have the right to void the Settlement. If the Settlement is voided in this manner, the Parties will have no further obligations under the Settlement, including any obligation by Defendants to pay any amounts that otherwise would have been payable under this Settlement, except that the voiding Party will pay the Settlement Administrator's

1 reasonable fees and expenses incurred as of the date that the Party exercises the
2 right to void the Settlement under this paragraph. For the purposes of this
3 paragraph, a “material change” is a change to the terms outlined in this Settlement.
4 However, an award by the Settlement Approval Court of a lesser amount than that
5 sought by Plaintiff and Class Counsel for the Service Payment, and/or Class
6 Counsel’s Attorney’s Fees and Costs, will not constitute a material change to the
7 Settlement within the meaning of this paragraph.

8 81. Defendants’ Right to Terminate the Settlement.

9 Notwithstanding any other provision in this Settlement, if 5% or more of the
10 Class Members opt-out of the Settlement, Defendants shall have the right, in their
11 sole discretion, to rescind, nullify, and terminate the Settlement within 15 calendar
12 days after the expiration of the Response Period. The Settlement Administrator shall
13 notify Defense Counsel and Class Counsel via email immediately, and no later than
14 three calendar days after expiration of the Response Period, if the 5% threshold for
15 opt-outs is exceeded. If Defendants exercise this right, however, they shall be
16 responsible for the reasonable fees and costs of the Settlement Administrator to that
17 point.

18 **K. MISCELLANEOUS TERMS.**

19 82. Mutual Cooperation.

20 The Parties agree to fully cooperate with each other to accomplish the terms of
21 this Settlement Agreement, including but not limited to, executing and amending
22 such documents and taking such other actions as may reasonably be necessary to
23 implement the terms of this Settlement Agreement. The Parties shall use their best
24 efforts, including all efforts contemplated by this Settlement Agreement and any
25 other efforts that may become necessary by order of the Settlement Approval Court,
26 or otherwise, to effectuate this Settlement Agreement and the terms set forth herein.
27 Neither party, nor their counsel, employees, or agents, shall solicit or encourage any
28

1 Settlement Class Member to exclude themselves from the Settlement, object to the
2 Settlement, or decline to opt into the Settlement.

3 83. Modification.

4 This Settlement Agreement may not be changed, altered, or modified, except
5 in writing and signed by counsel for the Parties, and approved by the Settlement
6 Approval Court, provided however that changes solely to the timing and deadlines
7 herein may be made for administrative convenience by written agreement of counsel
8 for all Parties without the Settlement Approval Court's approval. This Settlement
9 Agreement may not be discharged except by performance in accordance with its
10 terms or by a writing signed by the Parties hereto and approved by the Settlement
11 Approval Court.

12 84. Integration Clause.

13 This Settlement Agreement contains the entire agreement between the Parties
14 relating to the settlement of the Class Action and the transaction contemplated
15 hereby, and all prior or contemporaneous agreements, understandings,
16 representations, and statements, whether oral or written and whether by a party or
17 such party's legal counsel, are merged herein. In entering into this Settlement
18 Agreement, none of the Parties has relied on any representation or promise not
19 expressly set forth in this Settlement Agreement. No rights hereunder may be waived
20 except in writing.

21 85. Class Counsel Signatories.

22 It is agreed that because of the anticipated large number of Participating Class
23 Members, it will be impossible or impractical to have each Participating Class
24 Member execute this Settlement Agreement. As such, Class Counsel is signing on
25 behalf of the Participating Class Members. In addition, the Class Notice will advise
26 Settlement Class Members of the binding nature of the Settlement, and their right to
27 Opt-Out and/or object, and shall have the same force and effect as if it were executed
28 individually by each Participating Class Member.

86. Interim Stay of Proceedings.

Pending the completion of the approval process, the Parties agree to a stay of all proceedings in the Class Action except those necessary to implement the Settlement itself.

87. Notices.

Any notices, requests, demands, or other communications required or necessitated by this Settlement Agreement shall be in writing and, except as provided elsewhere in this Settlement Agreement, shall be delivered as follows:

<u>If to Plaintiff or Class Counsel, then to:</u>	<u>If to Defendants or Defense Counsel, then to:</u>
Kane Moon Lilit Ter-Astvatsatryan MOON LAW GROUP, PC 725 S. Figueroa St., 31 st Floor Los Angeles, California 90017 Email: Kmoon@moonlawgroup.com Email: Lilit@moonlawgroup.com	R. Scott Brink Raef J. Cogan Jeffer Mangels Butler & Mitchell LLP 1900 Avenue of the Stars, 7th Floor Los Angeles, CA 90067-4308 Email: rsb@jmbm.com Email: rcogan@jmbm.com

88. Resolution of Disputes Arising from Preparation of Settlement Agreement.

Should the Parties be unable to resolve disputes regarding the preparation of this Settlement Agreement informally, the Parties agree to seek the guidance of their mediator, Brandon McKelvey, Esq.

89. Retention of Jurisdiction by the Court.

The Parties, Class Counsel and Defense Counsel submit to the jurisdiction of the Settlement Approval Court for purposes of interpreting, implementing, and

1 enforcing the Settlement embodied in this Stipulation and all orders and judgments
2 entered in connection therewith.

3 90. Choice of Law.

4 This Settlement shall be governed by and construed, enforced and administered
5 in accordance with the laws of the State of California.

6 91. Construction.

7 This Settlement Agreement is entered into freely and voluntarily without
8 duress or undue pressure or influence of any kind or nature whatsoever and neither
9 Party has relied on any promises, representations or warranties regarding the subject
10 matter hereof other than as set forth in this Settlement Agreement. Each Party has
11 been represented by counsel in the settlement negotiations leading up to, and in
12 connection with the preparation and execution of, this Settlement Agreement. The
13 Parties acknowledge and agree that all Parties had an equal hand in drafting this
14 Settlement Agreement so that it shall not be deemed to have been prepared or drafted
15 by one Party or another. All Parties waive the provisions of California Civil Code
16 section 1654 (and any other equivalent state, federal, or local provision), which
17 provides, in part, that "the language of a contract should be interpreted most strongly
18 against the Party who caused the uncertainty to exist."

19 92. Execution in Counterparts.

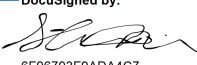
20 This Settlement Agreement may be executed in counterparts, each of which
21 shall be deemed an original, and all of which together shall constitute one and the
22 same instrument. Any signature to this Settlement Agreement transmitted by
23 facsimile or electronic mail and any copies of any signatures are valid and binding.

24 93. Authority.

25 The individuals signing this Settlement Agreement represent and warrant that
26 they are authorized to do so. Those individuals likewise represent and warrant that
27 they have the authority to execute this Settlement Agreement and to take all
28

appropriate action required and permitted to be taken by this Settlement Agreement,
except such action that is the prerogative of the Settlement Approval Court.

DATED: 12/2/2024

DocuSigned by:

6F96793F9ADA4C7...

Plaintiff Steven Burin

DATED:

Defendant International Wind, Inc.

By: _____

DATED:

Defendant International Wind, LLC

By: _____

APPROVED AS TO FORM AND CONTENT:

DATED: 12/3/2024

MOON LAW GROUP, PC

By: _____


Kane Moon
Lilit Ter-Astvatsatryan

Attorneys for Plaintiff

DATED:

JEFFER MANGELS BUTLER &
MITCHELL LLP

By: _____

R. Scott Brink
Raef Cogan

Attorneys for Defendants

1 appropriate action required and permitted to be taken by this Settlement Agreement,
2 except such action that is the prerogative of the Settlement Approval Court.

3
4 DATED:

Plaintiff Steven Burin

5
6
7 DATED:

12/11/24

Defendant International Wind, Inc.

9 By:

President

10
11 DATED:

12/11/24

Defendant International Wind, LLC

13 By:

President

14
15 **APPROVED AS TO FORM AND CONTENT:**

16 DATED:

MOON LAW GROUP, PC

17
18 By:

Kane Moon
Lilit Ter-Astvatsatryan

20 Attorneys for Plaintiff

21
22 DATED:

JEFFER MANGELS BUTLER &
MITCHELL LLP

24
25 By:

R. Scott Brink
Raef Cogan

27 Attorneys for Defendants
28

appropriate action required and permitted to be taken by this Settlement Agreement,
except such action that is the prerogative of the Settlement Approval Court.

DATED:

Plaintiff Steven Burin

DATED:

Defendant International Wind, Inc.

By:

DATED:

Defendant International Wind, LLC

By:

APPROVED AS TO FORM AND CONTENT:

DATED:

MOON LAW GROUP, PC

By:

Kane Moon
Lilit Ter-Astvatsatryan

Attorneys for Plaintiff

DATED: 12/13/2024

JEFFER MANGELS BUTLER &
MITCHELL LLP

By:

R. Scott Brink
Raef Cogan

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Rcogan@jmbm.com
1900 Avenue of the Stars, 7th Floor
Los Angeles, California 90067-4308
Telephone: (310) 203-8080
Facsimile: (310) 203-0567

Attorneys for Defendants INTERNATIONAL WIND, LLC

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

STEVEN BURIN, individually, and on behalf of
all others similarly situated,

Plaintiff,

vs.

INTERNATIONAL WIND, INC., a California
corporation; INTERNATIONAL WIND, LLC, a
limited liability company; and DOES 1 through
10, inclusive,

Defendants.

Case No.: 8:23-cv-02216-FWS(DFMx)

CLASS ACTION

**FIRST AMENDMENT TO THE JOINT
STIPULATION OF SETTLEMENT**

Judge: Hon. Fred W. Slaughter

Action Filed: August 28, 2023
Action Removed: November 22, 2023

FIRST AMENDMENT TO JOINT STIPULATION OF SETTLEMENT

I. INTRODUCTION

The parties agree that the below sections shall be struck from the Joint Stipulation of Settlement and replaced with alternative language in accordance with Orange County Superior Court Guidelines for Approval of Class Action Settlements & PAGA Settlements (revised Jan. 2024).

II. AMENDMENTS

A. Paragraph 64 Dispute Resolution

Strike the language of Paragraph 64 Dispute Resolution and replace with the following language:

The Settlement Administrator shall have the initial responsibility for resolving any disputes that arise during the administration of the Settlement including, without limitation, disputes regarding whether a Class Member is entitled to a Settlement Share and, if so, the amount thereof. In resolving such disputes, Defendants' employment records shall be presumed accurate and correct, and shall be final and binding unless the information submitted by the individual (e.g., time records, wage statements, employment records, etc.) proves otherwise. In the event that the Settlement Administrator cannot resolve a dispute based upon a review of Defendants' records, the Settlement Administrator will schedule a call with Class Counsel and Defense Counsel to discuss and resolve the dispute. After such call, the Settlement Administrator will resolve the dispute, and such resolution will be final and binding on the Class Member. However, the Settlement Approval Court retains the authority to review and modify any decision by the Settlement Administrator, and its decision will be final and binding.

III. EXECUTION BY PARTIES

The Parties hereby execute the First Amendment to the Joint Stipulation of Settlement.

DATED: 3/4/2025

DocuSigned by:

 6F96793F9ADA4C7

Plaintiff Steven Burin

DATED:

Defendant International Wind, Inc.

By: _____

DATED:

Defendant International Wind, LLC

By: _____

1 **FIRST AMENDMENT TO JOINT STIPULATION OF SETTLEMENT**

2 **I. INTRODUCTION**

3 The parties agree that the below sections shall be struck from the Joint Stipulation of Settlement
4 and replaced with alternative language in accordance with Orange County Superior Court Guidelines for
5 Approval of Class Action Settlements & PAGA Settlements (revised Jan. 2024).

6 **II. AMENDMENTS**

7 **A. Paragraph 64 Dispute Resolution**

8 Strike the language of Paragraph 64 Dispute Resolution and replace with the following language:

9
10 The Settlement Administrator shall have the initial responsibility for resolving any disputes
11 that arise during the administration of the Settlement including, without limitation, disputes
12 regarding whether a Class Member is entitled to a Settlement Share and, if so, the amount
13 thereof. In resolving such disputes, Defendants' employment records shall be presumed
14 accurate and correct, and shall be final and binding unless the information submitted by
15 the individual (e.g., time records, wage statements, employment records, etc.) proves
16 otherwise. In the event that the Settlement Administrator cannot resolve a dispute based
17 upon a review of Defendants' records, the Settlement Administrator will schedule a call
18 with Class Counsel and Defense Counsel to discuss and resolve the dispute. After such
19 call, the Settlement Administrator will resolve the dispute, and such resolution will be final
20 and binding on the Class Member. However, the Settlement Approval Court retains the
21 authority to review and modify any decision by the Settlement Administrator, and its
22 decision will be final and binding.

23 **III. EXECUTION BY PARTIES**

24 The Parties hereby execute the First Amendment to the Joint Stipulation of Settlement.

25 DATED:

Plaintiff Steven Burin

26 DATED: *March 17, 2025*

Defendant International Wind, Inc.

By: _____

Cory Arendt
CORY ARENDT, PRESIDENT

27 DATED: *March 17, 2025*

Defendant International Wind, LLC

By: _____

Todd A. Gizech
Todd A. Gizech, CEO

1
2 **APPROVED AS TO FORM AND CONTENT:**

3 DATED: 3/4/2025

MOON LAW GROUP, PC

5
6 By: 

Kane Moon

Lilit Ter-Astvatsatryan

7 Attorneys for Plaintiff

8
9 DATED: March 17, 2025

JEFFER MANGELS BUTLER & MITCHELL LLP

10
11 By: 

R. Scott Brink

Raef Cogan

12 Attorneys for Defendants

EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR
FINAL COURT APPROVAL**

Steven Burin v. International Wind, Inc. et al., Case No. 30-2023-01344893-CU-OE-CXC

The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit (“Action”) against defendants International Wind, Inc., and International Wind, LLC (together, the “Defendants”) for alleged wage and hour violations. The Action was filed by a former employee Steven Burin (“Plaintiff”) and seeks payment of (1) back wages [and other relief] for a class of non-exempt, hourly paid employees (“Class Members”) who worked for Defendants during the Class Period (August 28, 2019 to October 25, 2024); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt, hourly paid employees who worked for Defendants during the PAGA Period (August 28, 2022 to October 25, 2024) (“PAGA Group Members”).

Defendants deny any wrongdoing and is entering into this settlement to avoid the costs and uncertainties of litigation. Defendants deny that it has engaged in any unlawful activity, has failed to comply with the law in any material respect, or is liable to anyone under the claims asserted in this Action.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendants’ records, and the Parties’ current assumptions, your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants’ records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendants’ records showing that you worked [REDACTED] workweeks during the Class Period and you worked [REDACTED] pay periods during the PAGA Period. If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and PAGA Group Members to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are a PAGA Group Member, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [REDACTED]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all PAGA Group Members and the PAGA Group Members must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [REDACTED]	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [REDACTED] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [REDACTED]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [REDACTED]	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [REDACTED]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee. The Action accuses Defendants of violating California labor laws by (1) failing to pay all wages; (2) failing to properly calculate overtime; (3) failing to provide meal breaks (including without limitation first and second meal breaks) each day based on the hours worked by each employee, including meal breaks that were short, late, interrupted, and/or missed altogether; (4) failing to authorize and permit legally compliant rest breaks each day based on the hours worked by each employee, including rest breaks that were short, late, interrupted, and/or missed altogether; (5) failing to pay the correct rate of pay for paid sick leave; (6)

failing to indemnify necessary business expenses; (7) failing to timely pay final wages at termination; (8) failing to provide accurate itemized wage statements; and (9) conducting unfair business practices. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: MOON LAW GROUP, PC (“Class Counsel.”)

Defendants strongly deny violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator, Brandon McKelvey, Esq., in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and PAGA Group Member. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendants will pay \$142,500.00 as the Maximum Settlement Amount (“Maximum Settlement”). Defendants have agreed to deposit the Maximum Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Maximum Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendants will fund the Maximum Settlement not more than [30] days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Maximum Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Maximum Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$ 47,500.00 (33.33% of the Maximum Settlement) to Class Counsel for attorneys’ fees and up to \$15,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$7,500.00 as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.

- C. Up to \$5,950.00 to the Administrator for services administering the Settlement.
- D. Up to \$5,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the PAGA Group Members based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

- 3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Maximum Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- 4. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of 10 % of each Individual Class Payment to taxable wages (“Wage Portion”) and 90% to interest and penalties (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms. In addition, Defendants’ employer-side taxes will be withheld from and paid out of the Maximum Settlement Amount.

Although Plaintiff and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- 5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be transmitted to the California Controller’s Unclaimed Property Fund in the name of the Class Member.
- 6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Settlement Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [REDACTED] Response Deadline. You may complete and submit the Request for Exclusion Form attached as Exhibit 1 to this Notice. Otherwise, the Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.
8. Administrator. The Court has appointed a neutral company, Phoenix Class Action Administration Solution (the “Administrator”), to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Defendants have fully funded the Maximum Settlement, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of another lawsuit against Defendants or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

As of the Effective Date and the date the QSF is funded, each Participating Class Member, and without the need to manually sign a release document, in exchange for the consideration recited in this Settlement Agreement, on behalf of himself or herself and on behalf of his/her current, former, and future heirs, executors, administrators, attorneys, agents, and assigns, shall and does hereby fully and finally release the Released Parties from any and all claims, demands, rights, liabilities, and causes of action that reasonably could have been asserted against the Released Parties in the lawsuit based on the facts alleged in the Class Action. (“Released Claims”). Released Claims for Class Members who worked for Defendants during the Class Period shall have their claims released during the Class Period. The Released Claims release all causes of action and claims that were alleged in the Class Action or reasonably could have been alleged based on the facts and legal theories contained in the operative complaint, including, but not limited to, all of the following claims for relief: All causes of action and claims that were alleged in the Class Action or reasonably could have been alleged based on the facts and legal theories contained in the operative complaint, including, but not limited to, all of the following claims for relief: Failure to Pay Minimum Wages (Labor Code §§ 204, 1194, 1194.2, 1197), Failure to Pay Overtime Compensation (Labor Code §§ 510, 1194, 1198), Failure to Provide Meal Breaks (Labor Code §§ 226.7, 512), Failure to Authorize and Permit Rest Breaks (Labor Code § 226.7), Failure to Indemnify Necessary Business Expenses (Labor Code § 2802), Failure to Timely Pay Final Wages at Termination (Labor Code §§ 201-203), Failure to Provide Accurate Itemized Wage Statements (Labor Code § 226), Unfair Business Practices (Bus. Prof. Code § 17200 et seq.), Civil Penalties Under Private Attorneys General Act of 2004 (Labor Code § 2698 et seq.), claims for restitution and other equitable relief, liquidated damages, civil penalties, statutory penalties, punitive damages, waiting time penalties, interest, as well as all similar provisions under the Federal Fair Labor Standards Act, including 29 U.S.C. sections 206, 207, and 216, and the National Labor Relations Act.

10. PAGA Release. As of the Effective Date and the date the QSF is funded,, each PAGA Group Member, and without the need to manually sign a release document, in exchange for the consideration recited in this Settlement Agreement, on behalf of himself or herself and on behalf of his/her current, former, and future heirs, executors, administrators, attorneys, agents, and assigns,

shall and does hereby fully and finally release Released Parties from any and all claims, demands, rights, liabilities, and causes of action that were or reasonably could have been asserted in the lawsuit based on the facts alleged in the Class Action and the PAGA Notice against the Released Parties in the Class Action for civil penalties pursuant to the PAGA that were alleged or reasonably could have been alleged under the Labor Code, state or local wage and hour laws and Wage Orders, whether known or unknown, based on the facts and legal theories contained in the Class Action, including but not limited to (a) failure to pay minimum wages; (b) failure to pay overtime compensation; (c) failure to provide meal periods or compensation in lieu thereof; (d) failure to provide rest periods or compensation in lieu thereof; (e) failure to pay wages timely at time of termination or resignation; (f) failure to reimburse necessary business expenses; (g) failure to provide complete, accurate wage statements; (h) failure to timely pay all wages that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint (the “PAGA Released Claims”). Following the Effective Date and Defendants funding the settlement, all PAGA Group Members will release the Released Parties from the PAGA Released Claims that accrued during the PAGA Period. PAGA Group Members cannot opt out of or object to the foregoing PAGA Release.

This release shall be binding on all PAGA Group Members regardless if they submitted a valid and complete Request for Exclusion.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$5,000.00 by the total number of PAGA Pay Periods worked by all PAGA Group Members and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual PAGA Group Member.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants’ records, are stated in the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator’s contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants’ calculation of Workweeks and/or Pay Periods based on Defendants’ records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants’ Counsel. The Administrator’s decision is final and binding, unless the Settlement Approval Court exercises its authority to review and/or amend the Administrator’s decision, in which case its ruling will control.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as PAGA Group Members. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every PAGA Group Member who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. You may use the Request for Exclusion Form attached to this Notice as Exhibit 1. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Steven Burin v. International Wind, Inc. et al.*, case, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information. Do not send requests for exclusion to the court. Requests for exclusion should only be sent to the class administrator, who will compile the opt outs and file them with the court.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least 16 days before the Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Payment stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award.

Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of the pleadings and other records at no cost to you. These documents may also be examined online on the Orange County Superior Court's website at <https://www.occourts.org/>. After arriving at the website, navigate to the 'Online Services' tab at the top of the page, select the 'Case Access' link, scroll down to 'Civil Case & Document Access' tab, then enter the case number and click 'Search.' Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [REDACTED].** Do not send written objections to the court. Written objections should only be sent to the class administrator, who will compile the objections and file them with the court. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. You may complete and submit the Objection Form attached to this Notice as Exhibit 2. Otherwise, when making an objection, make sure you identify the Action as

the *Steven Burin v. International Wind, Inc. et al.*, case and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ in Department CX105 of the Orange County Superior Court's Civil Complex Center, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Maximum Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) personally, or you may also be able to attend virtually by navigating to the 'Civil Appearance Procedure and information' tab on the Orange County Superior Court's website and following the 'Civil Remote Hearings' instructions for Department CX105. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Plaintiff and Defendants have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://civilwebshopping.occourts.org/Login.do>) and entering the Case Number for the Action, Case No. 30-2023-01344893-CU-OE-CXC.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

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Lilit Ter-Astvatsatryan, Esq.
Nichelle Christopherson, Esq.
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Los Angeles, California 90067-4308
Telephone: (310) 203-8080
Facsimile: (310) 203-0567
rsb@jmbm.com
rcogan@jmbm.com

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT 1

Steven Burin v. International Wind, Inc. et al.
Orange County Superior Court Case No. 30-2023-01344893-CU-OE-CX



<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Last 4 digits of SSN

Name/Address Changes (if any):

REQUEST FOR EXCLUSION FORM

You are receiving this form because you may be entitled to receive money from a Class Action Settlement.

Use and return this form only if you wish to be excluded from the Class and do not wish to receive a settlement payment. If you exclude yourself from the Class by signing and returning this form, you will not receive your Individual Settlement Payment, you will not be subject to the terms of the Settlement, and you will retain whatever rights you may currently have.

If you wish to remain in the Class and receive a settlement payment, you may disregard this form. You do not need to do anything, and you will receive a check by U.S. Mail.

To be valid, your Exclusion Request Form must be signed by you, returned to the Settlement Administrator by fax, e-mail, or U.S. Mail, or the equivalent, at the address provided below, and be postmarked on or before [REDACTED], [REDACTED].

I HEREBY CONFIRM THAT I HAVE RECEIVED NOTICE OF THE PROPOSED SETTLEMENT IN THE *BURIN V. INTERNATIONAL WIND. INC. ET AL.*, ACTION AND WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS. I UNDERSTAND THAT I WILL NOT RECEIVE A SETTLEMENT PAYMENT OR OTHER SETTLEMENT BENEFITS AND WILL NOT BE BOUND BY THE CLASS SETTLEMENT INCLUDING THE RELEASE OF CLASS CLAIMS. HOWEVER, I WILL STILL RECEIVE MY PAGA PAYMENT AND BE SUBJECT TO THE PAGA RELEASE AND OTHER SETTLEMENT TERMS APPLICABLE TO PAGA

Dated: _____

Signature: _____

What is the Settlement Administrator's address?

Steven Burin v. International Wind, Inc. et al.
c/o Phoenix Class Action Administration Solutions
P.O. Box 7208
Orange, CA 92863

Page 1 of 2

Request for Exclusion Form

Questions? Please call the Settlement Administrator at 1-800-XXX-XXXX

Fax: [Settlement Administrator FAX NUMBER]
E-mail: [Settlement Administrator E-MAIL ADDRESS]

EXHIBIT 2

Steven Burin v. International Wind, Inc. et al.
Orange County Superior Court Case No. 30-2023-01344893-CU-OE-CX



<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Last 4 digits of SSN

Name/Address Changes (if any):

OBJECTION FORM

You are receiving this form because you may be entitled to receive money from a Class Action Settlement.

Use and return this form only if you wish to object to the settlement. If your objection is rejected by the Court, you will receive your Individual Settlement Payment, you will be subject to the terms of the Settlement, and you will release claims as set forth in the Settlement and Notice.

To be valid, your Objection Form must be signed by you, and returned to the Settlement Administrator by fax, e-mail, or U.S. Mail, or the equivalent, at the address provided below and be postmarked on or before [REDACTED], [REDACTED].

I object to the settlement in *Steven Burin v. International Wind, Inc. et al.*, because

Dated: _____

Signature: _____

What is the Settlement Administrator's address?

Steven Burin v. International Wind, Inc. et al.
c/o Phoenix Class Action Administration Solutions
P.O. Box 7208
Orange, CA 92863

Fax: [Settlement Administrator FAX NUMBER]

Page 1 of 2

Objection Form

Questions? Please call the Settlement Administrator at 1-800-XXX-XXXX

E-mail: [Settlement Administrator E-MAIL ADDRESS]